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Orleans Parish School Board and United Teachers of New Orleans (1979)

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Orleans Parish School Board and United Teachers of New Orleans (1979)

Keywords

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Comments

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AGREEMENT

between

Orleans Parish School Board

and

United Teachers of New Orleans

July 1, 1979

through

June 30, 1981

X-6/81

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between

Orleans Parish School Board

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United Teachers of New Orleans

July 1, 1979

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148 BARONNI ST.
NEW ORLEANS, LOUISIANA 70112
504/524-0868

NAT LACOUR, PRESIDENT
CHERYL EPLING, EX. VICE PRESIDENT

UTNO

UNITED TEACHERS OF NEW ORLEANS

AFT, NEA, AFL-CIO

Dear Colleague,

This Contract between the United Teachers of New Orleans, Local 527, AFT, AFL-CIO and the Orleans Parish School Board provides important improvements in benefits and working conditions.

Great strides were made in improving the salaries of veteran teachers. The pay differential between the bachelor and master educational attainment lanes in the salary schedule will result in a significant increase in the number of teachers working to acquire advance degrees.

The addition of bereavement leave and improved maternity leave provisions were major accomplishments. Regulation of the use of the public address system, faculty input on the creation of administrative assistant positions, and class size limits should make for better working conditions.

It is gratifying that these improvements were achieved without the necessity of strike action. Each member of the bargaining unit should be steadfastly committed to the full implementation of this agreement. Only by complete enforcement of the contract can we continue to enjoy decent working conditions.

There is still much to accomplish in our struggle to raise the status of the teaching profession and to improve the quality of public education. Given the solidarity exhibited by UTNO members during this round of negotiations, the future looks bright.

We must all remember, IN UNITY THERE IS STRENGTH.

Fraternally,



Nat LaCour, President
United Teachers of New Orleans



ARTICLES OF AGREEMENT

THIS AGREEMENT is made and entered into on September 4, 1979, by and between ORLEANS PARISH SCHOOL BOARD, here and after referred to as the "BOARD", and the UNITED TEACHERS OF NEW ORLEANS, here and after referred to as the "UNION":

ARTICLE I RECOGNITION

1:1 Representation Unit

For the purpose of negotiations of wages, hours, and working conditions, but not inherent management policy, the BOARD recognizes the UNION as the sole and exclusive representative for all regular full-time contracted teachers, special education teachers, librarians, practical nurse instructors, visiting teachers, social workers, counselors, nurses, physical therapists, federally and externally funded teachers, however, excluding all principals, assistant principals, acting principals and supervisors, coordinators other than those designated coordinators in the Distributive Education, COE, and G.A.P. Programs, psychologists, psychological coordinators, psychometrists, consultants, doctors, assistant superintendents, district superintendents, deputy superintendents, superintendent, day-by-day substitutes, administrative consultants (03's), administrative assistants, evening school teachers, summer school teachers, administrative interns, paraprofessionals, aides, all part-time personnel and all others.

ARTICLE II UNION, MAJORITY RIGHTS

2:1 Administrative Notices, Bulletins, Etc.

Two (2) copies of the Superintendent or District Superintendent notices, bulletins, directives, or posting directed or distributed to Members of the Unit generally or to categories of members of the unit, such as librarians, nurses, counselors, or all members of the unit in one school will be supplied to the President of the UNION.

2:2 Superintendent's Bulletin

The Superintendent's Bulletin and the Announcements Bulletin shall be posted in the teacher's lounge. Notice of announcements received by the Superintendent's office that are for dissemination to the teachers shall be included. Information concerning all announcements shall be available in the Personnel Office.

2:3 Copies of the AGREEMENT

The Board shall provide at its expense, sufficient copies of the AGREEMENT to be distributed by the UNION for all bargaining unit personnel plus 500 copies to the UNION. Copies of the AGREEMENT shall be distributed to each member of the unit not later than thirty (30) calendar days after ratification of the AGREEMENT. While the AGREEMENT is being printed, each UTNO Building Representative shall receive from the Board two (2) copies of the typed AGREEMENT. The Board shall maintain a copy of this AGREEMENT at each school and administrative office. Each member of the unit hired after the initial distribution of Agreements shall be notified that within five days he/she is to report to the Administrative Center to receive a copy of the AGREEMENT. All signed receipts shall be forwarded to the UNION.

2:4 Access to Unit Members' Mailboxes, Bulletin Boards

Official representatives of the UNION shall have the right to place UNION materials, newsletters and notices in members of the unit mailboxes. A copy of all material distributed shall be given the building administrator no later than the time it is distributed.

2:4.1 The BOARD shall provide the UNION with one (1) bulletin board at each school in a place normally accessible to members of the unit. The Bulletin Board shall be a size sufficient for the posting of normal size notices and materials relating to the UNION. Such Bulletin Boards shall be reserved solely for UNION materials.

2:5 School Visitations by UTNO Representatives

Representatives of UTNO shall have the right to schedule meetings at schools prior to the start of the school day, after the close of the school day or during the duty-free lunch periods of members of the unit.

2:5.1 Request for space in which to hold such meetings shall be made by a designated UNION representative to the Principal twenty-four (24) or more hours prior to the scheduled time except if the UNION representative in writing declares that because of an emergency he is requesting the waiver of the twenty-four (24) hour notice. Providing such meeting shall in no way interfere with the administration of the school and no previous general faculty meeting has been scheduled by the school or Central Administration, approval shall not be withheld.

2:5.2 If a representative of the UNION desires to visit a school for the purpose of conferring with a teacher(s) during the normal hours of school operation, such representative shall first report to the administrative office and sign the Visitors Register. Such conference may take place in the faculty lounge but shall not interrupt a teacher's assignment. If, on occasion, a teacher involved in team planning is requested to meet by the UNION representative, such teacher shall be excused from that team planning session by the principal.

2:6 Exclusivity

2:6.1 Except as changed by 2:7, the UNION shall be the only collective bargaining organization which seeks to represent teachers to have the following exclusive rights during the term of this AGREEMENT:

2:6.2 Utilize the intra-school bulk mail deliveries.

2:6.3 Have access to the individual mailboxes for notices and bulletins not delivered through the United States Postal Service.

2:6.4 Post official notice and memoranda on the school bulletin board.

2:6.5 Receive a list of names, addresses, telephone numbers and work locations of members of the unit.

2:6.6 Receive a copy of the School Board's Meeting agenda prior to public dissemination.

2:7 In the event of decertification proceedings or if another organization establishes the right under BOARD policy, State or Federal Law to challenge the representation status of the UNION, paragraphs 2:6.1 through 2:6.6 are null and void for the thirty (30) day period prior to the date of such election.

- 2:8 Agenda, Minutes of BOARD Meetings
- 2:8.1 A copy of the agenda shall be made available to the UNION on the FRIDAY prior to any Public BOARD meeting.
- 2:8.2 The Union shall have the right to speak at any Public BOARD meeting on any issue which is scheduled for BOARD action prior to such action.
- 2:8.3 The UNION shall be provided with a copy of the official minutes of each BOARD meeting the day following action of the BOARD approving the minutes.
- 2:9 Teacher Lists, Etc.
- 2:9.1 Effective the first of each month following the signing of this AGREEMENT, the BOARD will provide the UNION with a computer printout or upon request a computer tape, listing the names, addresses, telephone numbers, date of hire, work location and identify those members of the bargaining unit for whom UNION dues are deducted.
- 2:9.2 The lists shall be provided in two (2) forms, one which shall include all members of the bargaining unit in strict alphabetical order; the second of which shall list all members of the bargaining unit alphabetically by school or work location.
- 2:9.3 Thereafter, such computer printouts shall be provided to the UNION alternating on a monthly basis between the strict alphabetical list and the school or work location list. Upon request the BOARD shall provide the UNION not more than two (2) times during the school year a list of members of the bargaining unit by seniority within areas of certification. After October 10, upon request, the BOARD shall provide the UNION not more than two (2) times per year with a listing of all coaching assignments of members of the bargaining unit.
- 2:9.4 The BOARD shall provide the UNION with the names, addresses, phone numbers and work location of each newly hired employee, each employee granted a leave, and each employee leaving the bargaining unit. Such information shall be provided to the UNION in the form of a computer printout on a monthly basis.
- 2:10 Payroll Deduction of Dues

- 2:10.1 The BOARD, during the life of this AGREEMENT, will deduct from the pay of each employee covered by this AGREEMENT the UNION's annual membership dues and political action contributions provided that at the time of such deduction there is in the possession of the BOARD an existing written assignment executed by the employee validly in effect at the time of such deduction. Voluntary political action contributions shall not be used in local School Board elections.
- 2:10.2 Such deductions shall be in twenty (20) bi-weekly installments. Authorizations shall remain in force from year to year unless revoked by the employee at the completion of any annual payment. The BOARD shall transmit to the UNION all such dues collected on a bi-weekly basis. The BOARD shall provide an alphabetical computer printout listing the employee's name, work location, social security number, amount deducted and total deductions for the year to date. The BOARD shall provide a separate listing of additions, deletions, skips from the previous listing.
- 2:10.3 The UNION shall indemnify, defend and save the BOARD harmless against any and all claims, demands, suits, or other forms of liability that shall rise out of or by reason of action taken by the BOARD in reliance upon payroll deduction authorization cards submitted by the UNION to the BOARD or by an individual teacher to the BOARD.
- 2:10.4 There shall be no payroll deduction for dues on behalf of members of the Representative Unit to any teacher organization other than the UNION.
- 2:11 Leaves for UNION Service
- 2:11.1 Upon request of the UNION, the BOARD shall grant a leave of absence without pay to a member of the bargaining unit to extend through the end of the school year for the purpose of conducting UNION business. Such leaves shall be granted on a full or one-half ($\frac{1}{2}$) day basis upon request. No more than four (4) members of the unit shall be placed on such leaves at any one time.
- 2:11.2 Any member of the unit who is elected or appointed consistent with the provisions in 2:11.1 to a full-time position with UTNO or its National Affiliate will upon proper application, be granted a one

(1) year leave of absence without pay for the purpose of accepting the position. Such leave shall be renewed from year to year during the life of this contract upon written request. Upon return from such leaves of absence, members of the unit shall be placed on the step of the salary schedule they would have attained, had they remained in service, and shall be returned to their former position or to its equivalent.

2:11.3 Leaves for the purpose of serving a collective bargaining organization shall not be granted to any other organization than the UNION.

2:12 Negotiations on School Time

When negotiations are mutually scheduled during the school day, the Administration agrees that no more than ten (10) members of the UNION bargaining team selected by the UNION, shall be released from their duties without loss of pay or benefits. Negotiations shall be scheduled during the school day only if negotiations are also carried out evenings and weekends. Substitutes for classroom teachers on the UNION Bargaining Team shall be provided in accordance with BOARD practice on substitutes.

2:13 Information, Statistics, Etc.

Upon reasonable request, the BOARD shall provide the UNION with records and data necessary for it to adequately provide representation in collective negotiations or in processing a specific grievance. Such records and data will not include working papers, internal administrative communications or any tentative budget materials.

2:14 Superintendent Meetings

The Superintendent or his designee shall meet with representatives of the UNION once per month, upon request of the UNION at a mutually agreeable time to discuss matters of mutual concern. Such meetings shall not be utilized to resolve grievances.

2:15 UTNO Building Committee

2:15.1 A UNION Building Committee shall be selected during the first week of the school year at each school by the UNION members. The committee shall consist of not less than two (2) nor more than five (5) UNION members. The UNION Building Representative shall be a member of the Committee.

- 2:15.2 The Principal of the school shall meet once per month with the UNION Building Committee at the request of either party after regular school hours and on a mutually agreeable date to discuss school operation. Such meetings shall not be used to resolve grievances.
- 2:15.3 School faculty members and the UNION Building Committee may recommend the inclusion of specific items of professional concern for faculty meeting agenda. Faculty members shall have the right to speak on any agenda item.
- 2:16 Building Representatives
- 2:16.1 The BOARD and the UNION agree upon the needs of members of the unit to understand the provisions of the contract. To facilitate this understanding, each UNION Building Representative or alternate shall be permitted to attend a minimum of one (1) day of UNION in-service training each school year, without loss of pay or deduction from sick/emergency or personal leave, during school hours. Substitutes shall be provided in accordance with Board policy.
- 2:16.2 If a UNION Building Representative in a secondary school so requests, the principal shall not assign a homeroom or homeroom duty. If the UNION Building Representative in an elementary school so requests, the principal shall not assign lunch duty or such duties as defined in 17:4.

ARTICLE III NON-DISCRIMINATION

- 3:1 Neither the BOARD nor the UNION shall discriminate against any member of the unit on the basis of race, sex, creed, color, national origin, age, marital status, membership or non-membership in any employee organization nor for the lawful exercise of constitutional rights.

ARTICLE IV
POLICY AND PRACTICE

- 4:1 Any previously adopted policy, practice, rule or regulation extant which is in conflict with any provision of this AGREEMENT is superseded and replaced by the applicable provisions of this AGREEMENT.
- 4:2 Any previously adopted written policy, written practice, written rule or regulation extant which relates to wages, hours or conditions of employment which is not superseded or replaced by this AGREEMENT is preserved.
- 4:3 The BOARD shall not during the life of this AGREEMENT establish any policy, practice, rules or regulation inconsistent with the terms of this AGREEMENT. If the BOARD intends to establish a new educational policy, practice, rule, or regulation which has an impact upon the terms and conditions of employment of the members of the unit, the BOARD shall negotiate over such impact with the UNION.

ARTICLE V
NOTIFICATION OF NEWLY HIRED TEACHERS

- 5:1 The BOARD agrees to furnish each new and re-engaged employee within the negotiating unit upon his/her hiring, a copy of the Recognition Clause of the AGREEMENT and such Recognition Clause shall also contain the following statement: You may apply for membership in the United Teachers of New Orleans by signing an application form. These applications may be obtained from the Building Representative at the school to which you are assigned or by contacting the UNION (348 Baronne Street, 524-0868). The above statement shall be signed by the UNION President.
- 5:2 Upon request, the UNION shall be placed on the agenda for a twenty (20) minute presentation at the system-wide orientation conducted for newly hired members of the bargaining unit.

ARTICLE VI
SAVINGS CLAUSE

- 6:1 If any provision of this AGREEMENT shall be found at any time to be contrary to law by a court of competent jurisdiction, then such provision shall not be applicable, performed or enforced except to the extent permitted by law. In this event, the BOARD and the UNION shall meet within a reasonable time, but in no event later than two (2) weeks, in a good faith effort to reach a decision as to the need for the type of substitute action.
- 6:2 In the event any provision of this AGREEMENT shall be found at any time to be contrary to law by a court of competent jurisdiction, all other provisions of the AGREEMENT shall continue in effect.

ARTICLE VII
GRIEVANCE PROCEDURE

- 7:1 Definition
- For the purpose of this AGREEMENT, a grievance is defined as a dispute between the BOARD and the UNION or any employee covered hereby with respect to the alleged violation of a specific provision of this AGREEMENT, provided that the term grievance shall not apply to (a) any matter for which a method of review is prescribed by law, or (b) any matter for which according to law is either beyond the scope of BOARD authority or limited to unilateral action by the BOARD alone, or (c) a complaint of a non-tenured teacher which arises by reason of his/her not being re-employed, or (d) a complaint by any certified personnel occasioned by appointment to or lack of appointment to, retention in or lack of retention in, any position for which tenure is either not possible or not required.
- 7:2 Procedure
- Any member of the bargaining unit or the UNION shall have the right to present a grievance as specified herein.

7:2.1 Step 1 - Principal

Any employee who believes he/she has a grievance shall set forth his/her grievance in writing within thirty (30) school days of the date of the occurrence of the events giving rise thereto or when the grievant should have reasonably been aware of the events giving rise thereto and present it to the principal on an appropriate form, specifying: (a) the specific nature of the grievance and the contract clause violated, (b) the results of previous discussions, (c) the date and time of presentation, (d) the relief sought. The principal shall convene a conference within five (5) school days at which the grievant may choose to include the building representative. Within three (3) school days following the conference, the principal shall communicate his/her decision to the employee in writing.

7:2.2 Step 2 - District Superintendent

In the event the employee remains dissatisfied, he/she shall, no later than five (5) school days after receipt of the principal's written decision, appeal the grievance to the District Superintendent. The appeal to the District Superintendent must be made in writing, reciting the matter as submitted to the principal, as above specified, and his or her dissatisfaction with the answer, if any, at step 1. The District Superintendent shall attempt to resolve the matter as quickly as possible, but within a period not to exceed ten (10) school days. The District Superintendent shall communicate his/her decision in writing to the employee, to the principal, and to the UNION.

7:2.3 Step 3 - Superintendent

If the employee remains dissatisfied, he/she may no later than five (5) school days after receipt of the District Superintendent's written decision, request a review by the Superintendent. All previous documents shall be submitted to the Superintendent, with such request, and he shall render a decision no later than fifteen (15) school days after receipt of the grievance. The grievant shall be given at least two school days notice of a conference. The grievant may have a representative of his/her

choice at the conference. The Superintendent or his designee shall conduct the conference with a view to arriving at a mutually satisfactory resolution of the grievance.

7:2.4 Step 4 - Arbitration

In the event settlement of the grievance is not reached in Step 3, the matter may be appealed to the arbitration procedure hereinafter established. Notification of desire to appeal to arbitration shall be made known to the other party in writing within fifteen (15) school days subsequent to the date of receipt of the third step answer.

7:3 Arbitration Procedure

7:3.1 A request for arbitration shall state in reasonable detail the nature of the dispute and the remedy requested. Within ten (10) school days after the receipt of a request to arbitrate, the receiving party will give its response thereto in writing stating whether or not it believes the stated dispute to be arbitrable.

7:3.2 If the response agrees as to the arbitrability of the dispute, the parties will proceed to arbitration in the manner set forth below.

7:3.3 If the response to a request for arbitration disagrees as to the arbitrability of the dispute, either party may request a conference to discuss the issue of arbitrability and to seek to resolve the differences between the parties.

7:3.4 In the event the receiving party has asserted that the dispute contained in the request for arbitration is not arbitrable, said party may request a stay of the arbitration proceedings until a final judgment of a court of competent jurisdiction has determined that the grievance upon which arbitration has been requested raises arbitrable issues and has directed arbitration of such issues.

7:3.5 In the consideration of the decision of any questions involving arbitrability, it is the specific agreement of the parties that:

- (a) Except for memos of understanding signed and agreed upon by the parties, this AGREEMENT sets out expressly all the restrictions and obligations assumed by the respective parties hereto, and no implied restrictions or

obligations are inherent in this AGREEMENT or were assumed by the parties in entering into the AGREEMENT.

- (b) In the consideration of whether a matter is subject to arbitration, a fundamental principle shall be that the BOARD retains all its rights to manage the school system, subject only to the express limitations set forth in this AGREEMENT; it is understood that the parties have not agreed to arbitrate demands which challenge action taken by the BOARD in the exercise of any such retained rights, except where such challenge is based upon a violation of any express limitation set forth in this AGREEMENT.
- (c) No matter will be considered arbitrable unless it is found that the parties clearly agreed that the subject involved would be arbitrable in light of the principles of arbitrability set forth in this article and constitutes a grievance under the definition of a grievance set forth in 7:1, and no court or arbitrator shall, or may, proceed under any presumption that a request to arbitrate is arbitrable.

7:3.6 If a final judgment of a court has determined that a request raises arbitrable issues, the court's decision shall specify in reasonable detail the issues as to which arbitration is directed. The arbitration shall thereafter proceed only upon the issues specified in such final court judgment and the arbitrator shall have no authority or jurisdiction to consider issues other than those specified.

7:3.7 None of the provisions hereof shall deprive a court of competent jurisdiction of its power to determine questions of arbitrability, or the jurisdiction of the arbitrator, or validity of any decision or award of the arbitrator in any proceeding seeking to require arbitration, or to enforce, modify, or set aside a decision and award of the arbitrator.

7:3.8 In the event arbitration is voluntarily agreed to on timely request or ordered by a court of competent jurisdiction, the parties shall endeavor to mutually agree upon an arbitrator. If the parties fail to agree on such arbitrator, they shall jointly

request the American Arbitration Association to furnish a panel of five (5) capable arbitrators. Each party shall have the right to reject one (1) panel so submitted. The party requesting arbitration and the BOARD representative shall each alternately strike two (2) names from the agreed panel and the remaining individual shall be the arbitrator. The fees and the expenses of the arbitrator shall be borne equally by the parties.

7:3.9 The arbitrator shall issue his decision not later than 30 days from the date of the closing of the hearings or, if oral hearings have been waived, by mutual agreement, then from the date of transmitting the final statements and proofs to the arbitrator. The decision shall be in writing and shall set forth the arbitrator's opinion and conclusions on the issues submitted.

7:3.10 The decision of the arbitrator as set forth shall be restricted to a determination of whether or not there has been a violation of the AGREEMENT as alleged in the written grievance. He shall limit himself to the issues submitted to him and shall have no authority in any case to add to, subtract from, or alter in any way any provision of this AGREEMENT. The decision of the arbitrator shall be binding.

7:4 Miscellaneous

7:4.1 The UNION shall be the sole and exclusive employee organization designated to represent grievants in the bargaining unit during the term of this AGREEMENT.

7:4.2 If in the judgment of the UNION a grievance affects a group or class of members of the unit, the UNION may submit such grievance in writing to a District Superintendent directly, and the process of such grievance shall be commenced at Step 2 upon mutual agreement of the parties.

7:4.3 Failure to file or appeal grievances within the specified time limits shall constitute a waiver and settlement of the grievance.

7:4.4 Failure of a BOARD representative to give his answer within the time limits provided at any step of the grievance procedure will automatically advance the grievance to the next step of the grievance procedure, provided there shall be no waiver of the written notification requirements of Step 4.

- 7:4.5 It is understood and agreed that nothing herein contained shall prevent either the BOARD or the UNION and/or a grievant from agreeing to waive one or more steps of the grievance procedure or from agreeing to submit a grievance directly to arbitration.
- 7:4.6 Neither the BOARD nor the UNION shall subject any employee grievant or employees appearing on behalf of or in opposition to such a grievant to reprisals for participation in the grievance procedure. The grievant's papers shall not be filed in the employee's file.
- 7:4.7 It is understood that employees shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations to the BOARD until such grievance and any effect thereof shall have been fully determined.
- 7:4.8 A request for arbitration can be honored only if the grievant or grievants and the organization representing them, waive the right, if any, in writing of said grievant or grievants and the organization representing them to submit the underlying dispute to any other administrative or judicial tribunal, except for the purpose of enforcing the arbitrators award.

ARTICLE VIII DISCIPLINE

- 8:1 The policy booklet, Regulations for Suspensions and Expulsions which defines the procedures under which the Board of Education operates is hereby incorporated as part of this AGREEMENT. To provide the widest possible understanding of this booklet, copies shall be distributed to new teachers, students, and administrators as well as parents of those pupils new to the Orleans Parish Schools.
- 8:1. Additional copies shall be made available upon request.
- 8:2 During the two-day period designated for teacher orientation, the principal will discuss and explain the Rules and Regulations for Suspensions and Expulsions to all staff members in preparation for student orientation.

- 8:2.1 Within the first two weeks of the school year, the principal will designate a time during which the teachers will discuss and explain Regulations for Suspensions and Expulsions to their classes. The school will provide for posting in each classroom, beginning with the fourth grade, a listing of individual school rules, and offenses as contained in Article 8:4.6 through 8:4.7 of this AGREEMENT which, if committed by students, will lead to suspension and/or expulsions.
- 8:3 A workshop on Discipline shall be conducted at every school site within the first six (6) weeks of the school year. A half-day release time shall be made available for this purpose. The faculty shall be involved in the planning of the workshop.
- 8:4 A teacher shall have the right to immediately send a child who causes serious classroom disruption to the principal or his/her Administrative designee.
- Each referral of a student disciplinary problem to the office shall be accompanied by an explanation for the referral on the Discipline Referral Form. In cases of emergency, the teacher may personally bring the student to the office but shall forward the Discipline Referral Form within an hour. The form shall provide an explanation of the problem and action taken by the teacher to correct the problem. In situations not covered by mandatory suspensions or expulsions, it is expected that the teacher will have attempted to resolve the situation prior to referral.
- 8:4.1 In all cases when a child is sent to the office by the teacher, the child shall not be returned to that class within the same period unless the teacher requests that the child be returned or except in cases of emergency referrals, the principal or his/her designee is unable to reasonably accommodate the number of students referred to the office. In elementary schools, a class period shall be defined as one (1) hour.
- 8:4.2 In event a student is sent to the office, the principal or his/her Administrative designee shall counsel with the child and attempt to resolve the problem.

- 8:4.3 Following such a conference, the principal shall take action to resolve the problem which is consistent with the provisions of the article.
- 8:4.4 The principal or his/her designee shall forthwith report to the referring teacher on the appropriate section of the discipline referral form, the administrative action taken on each student referred to the office.
- 8:4.5 When the child has been diagnosed as requiring Special Education Services, a conference among the parent, principal, teacher and the appropriate resource person shall be held to inform and encourage the parent to take advantage of the Special Education Services offered to the child.
- 8:4.6 A student shall be suspended or expelled if he or she:
- *Causes a riot or substantial disruption or obstruction of the functions or processes of the school.
 - *Deliberately causes substantial damage to the school or school property.
 - *Deliberately causes substantial damage to valuable personal property on the school grounds or during a school activity off school grounds.
 - *Deliberately causes or attempts to cause physical injury to a school employee, other student, or other person not employed by the school on the school grounds or during a school activity off school grounds.
 - *Possesses, uses, or transmits a lethal weapon on school grounds or during a school activity off school grounds.
 - *Possesses, uses, or transmits any illegal drugs or alcoholic beverages in any form on school grounds.
 - *Commits a criminal offense on school grounds or during a school activity off school grounds.
- 8:4.7 A student may be suspended or expelled, according to the nature and frequency of the action, if he or she:
- *Commits a serious offense. A serious offense may include any offense so designated by the BOARD and/or the Superintendent and any such offense adopted in the rules and regulations of a school with the prior approval of the Superintendent. (This is not exclusive but is designed so that students and parents may be more aware of what constitutes a serious offense.) Schools shall be encouraged to develop rules and regulations concerning class cuts and loitering.

*Repeatedly fails to comply with directions of teachers, principal, or other authorized school personnel during any period of time when he/she is properly under the authority of the school personnel.

- 8:4.8 A continuous record of student discipline cases will be maintained in the office of the principal or his/her designee for the purpose of selecting the most effective and appropriate means of dealing with behavioral difficulties. These records shall be made available to the UNION Building Committee when requested if the item is a matter of discussion on the agenda as per 2:15.2.
- 8:5 Principals shall report to the District Superintendent all cases of assault suffered by teachers in connection with their employment in which injuries have been suffered or in which there appears to have been malicious intent. In such cases of assault against a teacher, the principal will take appropriate emergency action (which may include, but is not limited to) calling for assistance of police or school security personnel.
- 8:5.1 A child who assaults a teacher will be expelled unless the assault was provoked.
- 8:5.2 Principals shall notify the Director of Safety and Security and/or police department in the event of serious offenses or infractions of school rules and regulations. Such offenses may include but not be limited to extortion of money, possession of narcotics, arson, theft, serious cases of vandalism, false reports of fire or bomb threats and possession of lethal weapons.
- 8:5.3 Teachers will receive full support of the principal and central administration in actions taken by them pertaining to discipline, provided they act in accordance with the provisions of Article VIII, pertinent Board Discipline Policy, and Louisiana State Law (R.S. 17:416).
- 8:5.4 Warnings will be posted on school buildings that trespassers will be prosecuted to the full extent of the law. Students on official suspension as defined in the Regulations for Suspensions and Expulsions are considered as trespassers when they appear on the premises unless accompanied by their parent or guardian, or when reporting to an official conference. When a student is asked

to leave the premises by the principal or designee and the student refuses to do so, he/she shall be prosecuted.

- 8:5.5 In cases where the teacher believes that the disciplinary pattern taken by the principal is negatively affecting the climate in the school, the teacher shall have the right to request the matter to be placed on the Building Committee Agenda.

ARTICLE IX ADMINISTRATIVE CONSULTANTS

- 9:1 Following the district-wide allotment of positions in the staffing formula to each school site, if the need arises, the principal may withdraw from the staffing formula a person to serve as an administrative consultant after consultation with the faculty. Any additional non-bargaining unit conversion will be determined annually by a secret vote of the faculty.

ARTICLE X VOLUNTARY TRANSFER

- 10:1 Any member of the unit shall have the right to request a voluntary transfer. Transfer request forms shall be available in the principal's office and/or the Board's Personnel Office. Members of the Unit shall submit one copy of the transfer form in triplicate to the principal. The Principal shall sign it and forward the original to the Personnel Office, retain one copy and provide a copy for the employee. Applications shall remain active until the start of the next school year.
- 10:2 A list of all known vacancies shall be posted at each school within the first full work week of January and May 20. Between May 21 and June 30, newly identified vacancies shall be posted at the Administrative Center.
- 10:3 Transfers under this section shall be made for the beginning of each school year or, under exceptional circumstances, at the beginning of a school semester. If a new hire is placed in one of the listed vacancies, and if a valid transfer request had been

made pertaining to that vacancy, such new hire will be considered a temporary assignment. Any vacancy filled by new hires after November 1 shall be considered as a temporary assignment and shall be listed in the vacancies posted in 10:2.

- 10:4 Teachers who have been transferred shall be listed in the BOARD Minutes attached to the Superintendent's Bulletin. The BOARD shall provide the UNION with a list of teachers requesting a voluntary transfer, monthly.
- 10:5 Transfers shall be granted on the basis of:
- 10:5.1 the racial balance of the faculty of the individual school (as prescribed by 30:1.3).
- 10:5.2 the certification needed by the teacher.
- 10:5.3 the desires expressed by the teacher.
- 10:5.4 the need for the teacher's service.
- 10:5.5 Seniority
- 10:5.6 recommendation of the receiving principal.
- 10:6 Not earlier than five (5) workdays after the posting of a vacancy, the Division of Human Resources Management shall refer groupings of up to three (3) applicants with the greatest seniority, who have requested voluntary transfer, to the principal of the school where a vacancy exists for an interview. It shall be the responsibility of the applicant to contact the principal of a school where a vacancy exists to arrange for an interview. The principal shall make a recommendation concerning acceptance or rejection of the applicants within five (5) work days of the interviews. The applicants shall be notified by the Division of Human Resources Management of the result of the interview. Only interviewees of more senior standing not selected following interview shall be entitled to invoke 10:6.1.
- 10:6.1 The denial of a request for a transfer shall be for supportable cause and the reasons therefor shall be provided in writing if requested by the teacher.

ARTICLE XI
SENIORITY

- 11:1.1 Seniority is defined as an employee's length of continuous service with the BOARD since his/her last date of hire as determined by the date affixed by the teacher when he/she signed his/her teacher employment agreement. In the absence of the above, the date of hire shall be the first day the teacher reported for work.
- 11:1.2 Each school year, the BOARD shall make available a seniority list showing the continuous service of each employee. A copy of the seniority list shall be furnished to the UNION. New employees' names will be forwarded to the UNION monthly thereafter.
- 11:1.3 For the purpose of defining seniority, an employee's continuous service record shall be broken only by voluntary resignation, discharge or retirement.
- 11:1.4 Seniority in the system shall be the determining factor for identifying regular teachers who are to be declared surplus or laid off due to a reduction in force and/or involuntarily transferred except as defined in 30:1.4.
- 11:1.5 When system-wide seniority is equal between two or more teachers, seniority shall be judged according to (a) building seniority, where applicable, (b) advanced degrees, (c) continuous service in the subject or grade level, in that order, until an inequity develops.

ARTICLE XII
PERSONAL AND ACADEMIC FREEDOM

- 12:1 Teachers are guaranteed academic freedom provided they meet their obligation to teach the basic curriculum which they are assigned to teach in accordance with the following guidelines:
- 12:1.1 Teachers are encouraged to expand concepts through the use of supplementary materials and innovative approaches to instruction and shall include such on their weekly lesson plans. The principal will discuss the matter with the teacher if either desires.

- 12:1.2 The presentation of controversial issues in the classroom shall be made only when appropriate to the subject matter and shall be presented in a fair and objective manner, based upon factual material relating to all aspects of an issue: appropriate to the maturity, interest and intellectual abilities of the students and free from personal bias.
- 12:1.3 Students should have the opportunity to do reflective thinking, to develop tolerance with conviction, and to reach their own conclusions after careful study of the facts in an impartial, open-minded classroom atmosphere.

ARTICLE XIII
DISCIPLINE AND DISCHARGE

- 13:1.1 No member of the bargaining unit shall be disciplined, given a written reprimand or discharged except for just and sufficient cause. Discipline is defined as the imposition of a sanction which results in a demonstrable loss or damage to a member of the unit.
- 13:1.2 If a member of the bargaining unit is given a written reprimand or discharged, such person shall be given written reason(s) for such action.
- 13:2.1 The discharge of a member of the bargaining unit with less than three (3) years of service in the system shall not be subject to the arbitration provision of the grievance procedure included in this AGREEMENT.
- 13:2.2 All situations involving removal of a teacher with tenure shall be in accordance with the requirements of the applicable laws of the State of Louisiana and shall not be subject to the arbitration provision of the grievance procedure included in this AGREEMENT.
- 13:2.3 A member of the bargaining unit with more than three (3) years of service who is subject to discharge and who is not eligible for tenure under the Laws of the State of Louisiana, shall be afforded an opportunity for hearing, as provided below, before the Orleans Parish School Board, which hearing may be private or public at the

option of the member. The opportunity for such a hearing shall be exercised in accordance with the following procedures: When the Superintendent (or his designee) gives written notification of the Superintendent's intention to recommend to the Board that such member be discharged, such member may request a hearing on the recommended discharge, within ten (10) calendar days from the date of the notice. If the Superintendent has not received such a request within the time allowed, the affected member is subject to discharge without any further opportunity for a hearing before the BOARD. The discharge of any member who is not eligible for tenure shall not be subject to grievance or arbitration provided for in this AGREEMENT.

ARTICLE XIV PERSONNEL FILES

- 14:1 Personnel files shall be maintained for each teacher in the Central Administration Office and the principal's office.
- 14:2 Teachers shall be permitted to reproduce, at their own expense, non-confidential materials in the Central Administrative files. Confidential materials shall be letters of recommendation, college transcripts, and such materials furnished by college and other employment agencies.
- 14:3 Upon reasonable notice and under reasonable circumstances, employees shall have the right to inspect their files. Employees may submit appropriate material to be included in the Central Administration files and may also prepare and insert a written response to any material contained in either file.
- 14:4 Anonymous letters shall not be included in any teacher's personnel files.
- 14:5 A member of the bargaining unit shall be provided a copy of any materials that will be placed in his/her personnel file which reflect adversely upon the employee's competency, skill, or other professional attributes.
- 14:6 Each teacher shall have the right to remove from his/her personnel file all derogatory material on the fifth anniversary of its inclusion or thereafter, provided no similar derogatory information has been placed therein in the intervening years.

ARTICLE XV
HEALTH AND SAFETY

- 15:1 The BOARD shall maintain health and safety conditions at each work location in compliance with all city and state statutes and/or regulations governing such conditions as interpreted by the appropriate city and state regulatory agencies.
- 15:2 When conditions in a building are of such a clear and persistent nature that it threatens the safety and/or health of the occupants, in the judgment of the District Superintendent, and he/she orders classes dismissed, teachers shall be released when all supervisory responsibilities have been completed.

ARTICLE XVI
LEAVES

- 16:1 PERSONAL ILLNESS OR EMERGENCY
- 16:1.1 All members of the bargaining unit who are initially hired for a school session shall be credited on the date of reporting for duty with ten (10) work days to be used for personal illness and/or emergency.
- 16:1.2 All members of the bargaining unit who are initially hired for less than a school session shall be credited with one (1) personal illness and/or emergency day for each twenty (20) work days remaining in the school session.
- 16:1.3 All members of the bargaining unit, upon the completion of their first full or partial school session who continued their employment, shall be credited with an additional ten (10) work days to be used for personal illness and/or emergency and shall accrue to their sick leave any unused days from the previous session without limit thereafter each session.
- 16:1.4 All employees who are hired for a fiscal year of twelve (12) months shall be credited on the date of reporting for duty with ten (10) work days to be used for personal illness and/or emergency. All unused personal illness and/or emergency days shall accrue to the unused balance of the member of the bargaining unit.

16:1.5 PROCEDURE FOR CHARGING ABSENCE

16:1.6 A member of the bargaining unit who is absent because of personal illness and/or emergency is required to sign the Payroll Form and indicate the dates and cause of absence. In the event the member is not available to sign the Payroll Form, the principal or department supervisor shall enter the required information and sign for the absent member.

- 16:1.7 A. member of the bargaining unit who is unable to perform his/her usual duties of employment because of disability caused by personal illness, injury, pregnancy, childbirth and related medical conditions is entitled to a sick leave of absence for the period of such disability.
- B. A member who expects to be absent because of such disability for more than ten (10) consecutive work days shall give written notice on Form HRM 34 to the Assistant Superintendent for Human Resources Management and a copy thereof to his/her principal. When a member has reason to believe that he/she will become disabled the member shall submit a request for a sick leave of absence along with a written statement from his/her physician (Form HRM 34) indicating the medical reason for the disability, the probable or actual commencement date of the disability and the expected duration thereof.
- C. If the disability period is subsequently accelerated, delayed, extended or reduced, the member shall promptly submit another Form HRM 34 to reflect such change and the reason(s) therefor.
- D. Any member desiring a leave of absence before and/or after a period of disability may request a special leave of absence without pay in accordance with Section 16:14, except that members desiring post-disability maternity leaves of absence under Section 16:11.3 shall have their applications granted.
- E. A member returning from a sick leave of absence in excess of six (6) work days shall submit to the Assistant Superintendent for Human Resources Management a written notice and request to return to active duty and a statement from his/her physician certifying that there is no medical contraindication for the member's resuming the performance of his/her employment duties as of the date the member desires to return.
- A member who has been on a sick leave of absence only will be placed in the teaching assignment and school he/she left, where the member has been on such leave of absence for forty-five (45) work days or less.
- F. Compensation paid under this Section shall be in accordance with state and federal laws.

16:1.8 A member of the bargaining unit who is absent because of emergency (defined as "a sudden or unavoidable occurrence requiring immediate action") may charge up to a maximum of ten (10) work

days per school session. Such days shall be deducted from his/her sick leave account.

16:2 PERSONAL LEAVE

16:2.1 As differentiated from emergency leave, personal leave with pay for urgent personal reasons is authorized to teachers by State statute for up to two (2) work days per school year; however, only teachers who have accumulated unused sick leave are eligible to receive this personal leave. Any such personal leave taken shall be charged against the teacher's accumulated sick leave account and may be taken with pay only if the days are available in that account.

16:2.2 If a teacher with accumulated sick leave does not elect to take the maximum two (2) days in one school year; that teacher may not accumulate those unused days in any succeeding year, e.g., be entitled to four (4) days of personal leave the next year.

16:2.3 Teachers desiring to request such leave shall note "personal leave" on Payroll Form 2142.

16:2.4 For the purpose of this regulation a teacher is defined as an employee whose legal employment requires him to possess a valid Louisiana Teacher's Certificate.

16:3 SPECIAL LEAVE PROVISIONS UNDER MERITORIOUS CONDITIONS

16:3.1 In consideration of veteran employees suffering from a prolonged illness the following supplementary provisions are authorized:

- a. The employee must first use all current and accrued sick leave credited to his/her account.
- b. If eligible for vacation he/she must apply any unused vacation days from the past or current years to be utilized to the extent necessary for the period of illness at full pay.
- c. If the employee is not eligible for a paid vacation and is eligible for a sabbatical leave, he/she should apply for sabbatical leave at his/her regular pay less that of a day-by-day substitute.
- d. If the employee is not eligible for sabbatical leave, or has used his/her sabbatical leave, his/her record of attendance since the date of his/her employment shall be reviewed by the Assistant Superintendent - Division of Human Resources Management; and if it is determined that his/her annual absence is not excessive, the following meritorious consideration may be given for service in the Orleans Parish Public School System.
 1. If the employee has completed ten (10) through nineteen (19) years of service, he/she may be granted regular pay less that of a day-by-day substitute for teaching employees and one-half ($\frac{1}{2}$)

pay for other employees not to exceed three (3) twenty-day (20 day) pay periods, or three (3) months, depending upon the employee's pay schedule.

2. If the employee is in his/her twentieth (20th) year through the twenty-ninth (29th) year of service, he/she may be granted regular pay less that of a day-by-day substitute for teaching employees and one-half ($\frac{1}{2}$) pay for other employees not to exceed six (6) twenty-day (20 day) pay periods or six (6) months depending upon employee's pay schedule.
3. If the employee is in his/her thirtieth (30th) year of service or beyond, he/she may be granted three-fourths ($\frac{3}{4}$) pay not to exceed six (6) months depending upon employee's pay schedule.

16:3.2 After the applicable steps listed above are utilized and the employee is still physically unable to perform his/her normal duty, he/she shall be given the option of a leave of absence without pay for one (1) year after which he/she shall be requested to accept service or disability retirement, whichever provides the larger pension.

16:4 ACCIDENT OR INJURY ON DUTY

16:4.1 Any employee who suffers an injury incurred while on duty shall report the injury immediately to the appropriate office as listed in the Superintendent's Bulletin. The designated official shall prepare the form, "New Orleans Public Schools -First Report of Injury".

16:4.2 INSTRUCTIONS FOR COMPLETION OF THE FORM, "NEW ORLEANS PUBLIC SCHOOLS - FIRST REPORT OF INJURY" ARE AS FOLLOWS:

16:4.3 The report is to be completed in quintuplicate; the original and the first copy are to be sent, within twenty-four (24) hours of the date of the employee injury, or the next work day following the injury, to the Assistant Superintendent - Division of Human Resources Management.

The third copy is to be retained by the forwarding official, the fourth copy is to be sent to the District Superintendent or Department head and the fifth copy given to the injured employee.

TYPICAL PROCEDURE FOLLOWING RECEIPT OF FORM, "NEW ORLEANS PUBLIC SCHOOLS - FIRST REPORT OF INJURY"

- (a) Upon receipt of the first report of injury, the compensation claims clerk will assign a claim number and verify, from the employee's immediate superior, whether or not the injury has required medical treatment. In such case, the injured employee will be immediately mailed an appropriate medical claim form for submitting bills of the attending physician(s), hospital services, prescribed medicines and/or surgical appliances. When the completed claim form is received, it will be reviewed in accordance with the Louisiana Workmen's Compensation Law and the Assistant Superintendent - Division of Human Resources Management, will issue an order to the Accounting Department for reimbursement to the doctor(s), hospital(s), or the employee.
- (b) If it is determined, through investigation by the compensation claims clerk, that the employee was absent, the Assistant Superintendent - Division of Human Resources Management, will order the issuance of compensation checks for salary in the maximum weekly amount authorized by the Louisiana Workmen's Compensation Law based on the employee's normal wages or salary. When the check is prepared, the Accounting Department shall deduct the compensation payment from the employee's regular pay check for the period concerned. On the appropriate pay day the employee will receive two checks; namely, the workmen's compensation check and his/her normal pay less the amount of the workmen's compensation check. An injured employee may be authorized such pay for his/her absence due to injury on the job for a period not to exceed ninety (90) days. An employee's compensation beyond the ninety (90) day period will be the compensation checks not to exceed the limits provided by the Louisiana Workmen's Compensation Law unless the employee elects, and so requests at the point, to use any current or accrued sick leave and/or vacation days earned and unused for this purpose. Should the employee be eligible for such sick leave and/or vacation, it shall be granted to the extent available after which (if the employee has not returned to duty) he/she shall receive compensation checks as prescribed by the Louisiana Workmen's Compensation Law.
- (c) Principals and department heads shall report on the Form 2142 any absence of fewer than ten (10) consecutive work days as an "Excused-Injury on Duty", and the Accounting Department receiving the form will make no deduction to the employee's pay nor his/her sick leave account. It is expected that injured employees will apply to return to duty as soon as they are pronounced fit for duty by their attending physician. Those employees who are absent by reason of injury on duty for more than ten (10) consecutive work days will be placed on a leave of absence for specific period of time as determined by the Assistant Superintendent - Division of Human Resources Management. Prior to authorizing the employee's return from leave, the employee must be cleared by the Board Medical Director. When so approved, the Assistant Superintendent - Division of Human

Resources Management shall authorize, in writing, the employee's return. Principals and department heads are not authorized to accept an employee for return without this official notification. For payrolls submitted during the period the employee is on leave of absence for injury on duty, the principal or department head shall indicate on the Form 2142 for such absence the entry, "Leave - Injury on Duty."

- (d) Claims for medical benefits will be honored to the extent that they are prescribed by medical doctors and are directly attributable to the injury on duty. Hospitalization claims will also be honored under the same criteria with the understanding that the BOARD will normally pay the existing rate of semi-private room facilities.

16:4.5 ALL INJURIES TO AN EMPLOYEE ON DUTY TO BE REPORTED

The reporting official shall make it clear to all employees under his/her building responsibility that every injury, no matter how minor, must be reported in the manner previously outlined. Failure to do so may disallow any future claims that could result from what appears at the time to be a minor injury.

16:5 BEREAVEMENT LEAVE

A member of the bargaining unit shall be granted a leave of three (3) work days, within the five calendar days following a death in the immediate family. The "immediate family" shall be interpreted to mean parents, brother, sister, spouse, children, mother-in-law, father-in-law, grandparents, or grandchild. If the death of a member of the "immediate family" occurs in another city which is greater than 200 AAA miles from New Orleans, an additional leave of one school day will be allowed with no reduction in pay. If requested, verification of the death shall be provided.

16:6 JURY DUTY, WITNESS SERVICE, AND DUTY AT THE POLL

- 16:6.1 Any employee who shall be absent by reason of serving on a jury shall notify his/her principal or department head immediately upon receiving notice of his/her jury service of the required absence and the anticipated period of absence. Within three (3) days after returning from jury service, or on each day he/she may be called to a jury panel while awaiting selection for jury service, the employee shall report his/her absence to his/her principal or department heads stating the exact period of absence, any compensation paid for jury service, and accompany the report with a

"Certificate of Juror's Attendance." Upon receipt of the report, appropriate notation shall be made on Form 2142 (Attendance Report) to authorize full pay for the period of the required absence, less any amounts paid as compensation for the jury duty.

- 16:6.2 Any employee who shall be absent by request or subpoena to serve as a witness in court proceedings, including depositions, shall report the reason for the absence to his/her principal stating the exact period of the absence and whether or not he/she has any personal or financial interest in the legal proceedings. If it is determined that the employee had a personal or financial interest in the legal proceedings, the principal or department head shall advise the employee to charge the absence to his/her current sick and/or emergency leave. If it is determined that the employee has no personal or financial interest in the legal proceedings, the principal or department head will officially excuse the employee with full pay as additional emergency leave.
- 16:6.3 Any employee who wishes to be absent from his/her duties in order to accept a request to serve as an official at the polls during an authorized city, state, or national election shall make such request through his/her principal or supervisor to his/her district superintendent. In this request, the employee shall state the exact period of absence required and explain the exact function he/she is to perform at the polls. The district superintendent shall review and acknowledge the request indicating approval or disapproval. If approved, such absence shall be without pay. All requests of this type should be submitted sufficiently in advance of the required date of absence to enable administrative consideration and action on the request.
- 16:7 TO BE MARRIED
- 16:7.1 Absence of employees due to marriage up to a maximum of three (3) consecutive calendar days, including day of marriage, shall be charged to the employee's current sick and/or emergency leave account.
- 16:7.2 Request for absence for the purpose of marriage beyond that authorized in Section 16:7.1 shall be submitted to the district superintendent and, if approved, shall be without pay.

16:8 TO ATTEND OFFICIAL MEETINGS

- 16:8.1 Leave with pay to attend the Louisiana AFL-CIO annual convention, if such is held during the school year, shall be granted to no more than thirteen (13) UNION representatives for a maximum of five (5) days each.
- 16:8.2 Leave with pay to attend the Louisiana AFL-CIO annual Conference, if such is held during the school year, shall be granted to no more than six (6) UNION representatives for a maximum of one (1) day each.
- 16:8.3 Leave with pay to attend the American Federation of Teachers Quest Conference, if such is held during the school year, shall be granted to no more than three (3) persons for five (5) days each.
- 16:8.4 Upon the request of the UNION, the superintendent shall grant a total of twenty-five (25) days of leave with pay for the purpose of attending educational meetings.
- 16:8.5 Leave with pay to attend the American Federation of Teachers if such is held during the school year, shall be granted to the total official delegation of forty (40) members of the UNION for a maximum of five (5) school days each.
- 16:8.6 Any employee who wishes to be absent from his regularly assigned duties for one-half day or more within the city, or for any period outside the city, in order to attend professional or community activities shall make such request through his principal or Department Head, to the District Superintendent, Assistant Superintendent or Division Head. If so approved, such absence shall be without loss of pay, and no charge will be made to the employee's sick or emergency leave account.
- 16:8.7 The Superintendent, District Superintendents, and Division Heads may recommend that employees who are officially excused for meetings and business directly connected with the operations of the School Board be reimbursed by the BOARD for expense incurred on such business.

16:9 UNAUTHORIZED ABSENCES

16:9 1 An employee whose absence has not been specifically authorized is in fact, absent without authority and the BOARD may not pay such employee for work not performed when absent without authority. All such unauthorized absence beyond three (3) work days shall be immediately reported to the superintendent and must be entered on the regular school or department payroll and appropriate deductions for such days' absence must be made from the employee's salary. Records of such unauthorized absences shall be maintained in the Payroll Department on each employee, and may be used to support recommendations for disciplinary action against such employee.

16:10 TARDINESS

16:10.1 Each employee in a school building shall, on reporting each day, personally record in the school register daily and immediately the hour and minute of the time of his/her arrival as shown by the official school time. When such an employee is tardy, the information from the school register shall be posted each pay period on the payroll form prepared by the school secretary and approved by the principal indicating the number of times tardy and the time lost for tardiness by hours and minutes.

16:10.2 No employee shall suffer loss or deduction of pay for tardiness, unless such tardiness has caused loss of time from official duties, on more than two (2) occasions or for a period of one (1) hour or more, during any one (1) school year. In all cases where deduction of pay may be made as herein provided, the amount of pay deducted shall be based on one (1) day's pay in proportion to the period of tardiness. Although employees may not have their pay deducted for tardiness in arriving at duty assignments before and after the regular working hours, the reasons for such tardiness shall be given to the principal and, if not acceptable, may become the basis for disciplinary action by the BOARD.

Notification of absences/tardiness (4151) at the 7th occurrence shall be done on a form listing the dates and times absences and/or tardiness took place. The employee shall not be subject to disciplinary action until after the tenth (10) occurrence of absence or tardiness.

16:11 LEAVES RELATED TO PREGNANCY

16:11.1 DISABILITY MATERNITY LEAVE

A member of the bargaining unit who is disabled due to pregnancy, childbirth or related medical conditions shall be entitled to a sick leave of absence under Section 16:1.7, for the period of such disability.

Compensation shall be paid in accordance with Sub Section 16:1.7 (F).

16:11.2 PRE-DISABILITY MATERNITY LEAVE

A member of the bargaining unit who desires a leave without pay before the period of her disability due to pregnancy, childbirth or related medical conditions as certified by her attending physician may request a special leave of absence without pay in accordance with Section 16:14.

There shall be no compensation paid to the member on a leave of absence under this section until she is disabled, as certified by her attending physician.

16:11.3 POST-DISABILITY MATERNITY LEAVE

Upon her request, a member of the bargaining unit shall be granted a post-disability maternity leave of absence for the purpose of early infant care for an initial term not to exceed two (2) semesters following her disability. This initial term may be extended, upon application, in accordance with sub section 16:14.6

There shall be no compensation paid to a member on a leave of absence granted under this sub section.

16:11.4 An employee adopting a child who is less than one year old may request a leave of absence without pay pursuant to R.S. 17:1186A for the purpose of early childhood rearing.

16:12 MILITARY LEAVE

16:12.1 Any employee serving in the Armed Forces of the United States, or any employee as a member of a Reserve Component of the Armed Forces of the United States, entering upon active duty (other than for the purpose of determining his/her physical fitness and other than for training) shall be placed on military leave of absence without pay, after having notified the Assistant Superintendent

Division of Human Resources Management, by a letter requesting such leave. Such letter shall have attached to it a copy of the employee's military duty notice.

- 16:12.2 Such leave of absence shall commence at the time of the employee's induction, enlistment or entering upon active duty and shall remain in effect for a period of service not to exceed five (5) years, provided that the service after four (4) years is at the request and for the convenience of the Federal Government (plus any period of additional service imposed pursuant to law).
- 16:12.3 Any employee who satisfactorily completes his/her military service within the period allowed shall be returned to his/her former position or to a comparable position, providing he/she requests within ninety (90) days after he/she is relieved from such service or from hospitalization continuing after discharge for a period of not more than one (1) year. The employee must submit Form HES-3 which is to be approved by the Medical Director.
- 16:12.4 If any employee is found not qualified to perform the duties of his/her former position by reason of disability sustained during his/her military service but qualified to perform the duties of any other position in the school system, the employee shall be restored to such other position, the duties of which he/she is qualified to perform, as will provide the employee like seniority, status and pay, or the nearest approximation thereof, consistent with the circumstances in his/her case.
- 16:12.5 An employee's being on military leave of absence shall not affect the tenure rights, or his/her normal advancement on the payroll schedule, which the employee acquired prior to his/her induction, enlistment or entering upon active duty, or would have earned had the employee remained in the employ of the BOARD.
- 16:12.6 Any employee granted military leave of absence is requested to inform the Assistant Superintendent - Division of Human Resources Management at least once a year as to his/her duty station and at least thirty (30) days prior to his/her release from service.
- 16:12.7 Any employee who, as a member of the Armed Forces Reserves, is ordered to duty with troops or for field exercises, or for instruction during his/her regular work year shall be granted leave

of absence up to fifteen (15) work days for this purpose without loss of pay. An employee who has an option in deciding the period of active duty for training should select a period in the summer months.

- 16:12.8 Any employee who is ordered to duty as specified in Section 16:12.7 shall within three (3) days of receipt of his/her orders notify the Assistant Superintendent - Division of Human Resources Management, with a copy of such notification stating the exact period of duty and attaching thereto a copy of the employee's official orders showing his/her reporting and release dates.

16:13 SABBATICAL LEAVE

16:13.1 Eligibility

- (a) An employee whose legal employment requires him/her to possess a valid Louisiana Teacher's Certificate and who has completed twelve (12) or more consecutive semesters in the New Orleans Public Schools may apply for a sabbatical leave of absence of two (2) semesters' duration immediately following such period of service.
- (b) An employee whose legal employment requires him/her to possess a valid Louisiana Teachers' Certificate and who has completed six (6) or more consecutive semesters in the New Orleans Public Schools may apply for a sabbatical leave of absence of one (1) semester's duration immediately following such period of service.

16:13.2 PURPOSE

- (a) Application for a sabbatical leave will not be granted on account of pregnancy but will be considered for professional and cultural improvement or for rest and recuperation. Should an employee be granted a sabbatical leave and after being placed on the sabbatical leave ascertain that she is pregnant, she must immediately report this fact to the Assistant Superintendent - Division of Human Resources Management. If she will be able to fulfill all of the obligations of the sabbatical leave of absence, she shall be continued on such a leave. If she is unable to fulfill the obligations, she will be immediately transferred from sabbatical to leave in accordance with Article 16:1.7.
- (b) A member of the bargaining unit on extended service beyond the age of seventy (70) in accordance with BOARD policy No. 4118, is not entitled to a sabbatical leave of absence.
- (c) Application for a sabbatical leave of absence will be considered under the following options.

OPTION 1. Professional or Cultural Improvement

Alternate A

During each semester pursue a course of study of not less than fifteen (15) weeks in an accredited institution of

higher learning, earning at least ten (10) undergraduate or six (6) graduate credits. If less than fifteen (15) weeks duration, the course of study must be supplemented under Alternates B or C to total fifteen (15) weeks.

Alternate B

During each semester pursue a program of independent study, research, authorship or investigation which involves an amount of work equivalent to Alternate A.

Alternate C

During each semester engage in travel which is so planned as to be of definite educational value.

OPTION 2. Rest and Recuperation

This option is provided to permit a leave of absence for the express purpose of restoration of health and requires certification by two (2) physicians concerning the need for the period of rest.

16:13.3 PROCEDURE FOR APPLICATION

- (a) Application must be submitted on the form "REQUEST FOR SABBATICAL LEAVE" and sent by registered mail to the Assistant Superintendent - Division of Human Resources Management.
- (b)
 - (1) Applications for leave beginning in the fall semester must be mailed at least ninety (90) days preceding the semester.
 - (2) Applications for leave beginning in the spring semester must be mailed at least sixty (60) days preceding the semester.
 - (3) Application for rest and recuperation, because of sickness during the semester, may be mailed thirty (30) days preceding the effective date of the leave.
- (c) All applicants for sabbatical leave shall be interviewed by a Sabbatical Leave Committee. One member of the Committee shall be appointed by UTNO. The committee shall recommend approval or disapproval of the application.
- (d) Applicants shall be notified by the Assistant Superintendent - Division of Human Resources Management within sixty (60) days after the final date for filing the application stating whether the application has been granted or rejected. Where the application is for rest and recuperation, the notification shall be within thirty (30) days after date of filing. If the application is rejected, the reasons therefore shall be specified.

16:13.4 APPLICANT'S OBLIGATION

- (a) Employees on sabbatical leave shall transmit to the Assistant Superintendent - Division of Human Resources Management, within thirty (30) days after the beginning of each semester of such leave a written report of approximately one hundred (100)

words, describing the manner in which such leave will be spent, and within thirty (30) days after the end of such leave, shall transmit to the Assistant Superintendent - Division of Human Resources Management, a written report of approximately two hundred fifty (250) words describing the manner in which such leave was spent.

- (b) When the employee is attending an institution of higher learning, he/she shall also indicate in the initial report the institution being attended and the number of credit hours being taken, and the final report shall be accompanied by official evidence that the number of credit hours required herein has been taken at the institution specified.
- (c) It shall also be the employee's obligation to notify the Assistant Superintendent - Division of Human Resources Management, not less than thirty (30) days prior to the beginning of the semester in which he/she expects to return to his/her teaching duties of his/her intent to return. Upon receipt of such notification, the Assistant Superintendent - Division of Human Resources Management, will mail to him/her the appropriate medical forms HES-3 and/or HES-4 to be completed by his/her private physician and returned for review and approval or disapproval by the BOARD Medical Department.
- (d) Upon receipt of the Medical Director's recommendation, the applicant will be interviewed by the Assistant Superintendent - Division of Human Resources Management, and, if approved, will be reassigned to his/her former position, or another position acceptable to the applicant.

16:13.5 PENALTIES

If the Superintendent determines that an employee on sabbatical leave of absence is not fulfilling the purpose for which the leave was granted, the Superintendent shall report this fact to the BOARD and the BOARD may terminate the leave of absence as of the day of its abuse after giving the employee an opportunity to be heard. If it is determined that the employee has willfully violated sabbatical leave provisions, such employee is subject to disciplinary action.

16:13.6 COMPENSATION

Each employee, as defined in Section 16:13.1, a and b, who is granted sabbatical leave shall receive and be paid compensation at a rate of fifty (50%) per cent of the minimum salary allowed a beginning teacher holding a Bachelor's Degree, provided further that any employee on sabbatical leave, if he/she so elects, shall be paid the difference between the salary he/she would have received if in active service and the salary which a day-by-day substitute would receive if assigned to said position.

- 16:13.7 The BOARD and the UNION agree that state requirements relative to the granting of Sabbatical Leaves shall be applicable.
- 16:14 SPECIAL LEAVES WITHOUT PAY
- 16:14.1 Requests to be absent for reasons other than sickness or disability, Military Leave, or Sabbatical Leave may be considered on an individual basis.
- 16:14.2 Such requests shall be submitted in writing to the Assistant Superintendent - Division of Human Resources Management, with a copy to the district superintendent, principal, department and division head at least thirty (30) days prior to the date such leave is to begin.
- 16:14.3 The Assistant Superintendent - Division of Human Resources Management, after consultation with the district superintendent and principal, will interview any employee submitting such a request and report all necessary information concerning the request in the form of a written recommendation to the Superintendent.
- 16:14.4 If approved by the Superintendent, the request shall be brought before the BOARD for appropriate action.
- 16:14.5 Employees who have not yet completed a probationary period of three (3) years will not be considered for a special leave, except those who meet the following requirements:
- (a) The employee's request is for the express purpose of participating in a specialized educational or training program which, if successfully completed would improve the efficiency of that employee in his/her normal duty assignment.
 - (b) The employee agrees in writing, if the leave is granted by the BOARD, to return to an assignment equivalent to his/her normal position.
 - (c) Such requests will not be granted for the primary purpose of attaining academic degrees for the purpose of an increase in salary.
- 16:14.6 Eligible employees who are considered will not be recommended for a special leave in excess of one (1) school session or one (1) fiscal year. Request for renewal of a special leave for one (1) additional school session or fiscal year may be recommended to the

Superintendent and the BOARD providing reasons are worthy and the absence of the employee for a second year will not adversely affect operation of the school or department.

- 16:14.7 The BOARD is obligated only to reassign a returning employee who is granted such a leave of absence to a teaching position within his/her field of certification and is not obligated to return him/her to his/her former assignment.

16:15 EXCHANGE TEACHING

- 16:15.1 When an exchange teaching assignment is authorized by the Assistant Superintendent - Division of Human Resources Management, an employee in the Orleans Parish School System may be granted a leave of absence for the purpose of Exchange Teaching in other schools or institutions.

- 16:15.2 An employee on exchange from the New Orleans Public Schools shall be paid by this school system.

ARTICLE XVII
WORK SCHEDULES

- 17:1 Upon arrival, each teacher shall record arrival at the school as shown by school time.

- 17:2 With the exception of those teachers assigned to duty before or after school:

- 17:2.1 Teachers assigned to elementary schools are tardy after 8:40 a.m. and are on duty until 3:00 o'clock p.m.;

- 17:2.2 Teachers assigned to elementary schools which operate on an unusual schedule shall not be on duty for longer than six (6) hour and twenty (20) minutes daily.

- 17:3 With the exception of those teachers assigned to duty before or after school:

- 17:3.1 Teachers assigned to secondary schools are tardy after 8:30 a.m. and are on duty until 3:15 p.m.;

- 17:3.2 Teachers assigned to secondary schools which operate on an unusual schedule shall not be on duty for longer than six (6) hours and forty-five (45) minutes daily.
- 17:4 Assignments of teachers to supervisory duty as well as the type of duty post shall be rotated on a fair and equitable basis.
- 17:4.1 Determination of general supervision duties necessary shall be made by the principal after consultation with the UNION Building Committee.
- 17:4.2 The principal and the building committee shall meet as required by 17:4.1 within two (2) weeks after the beginning of the school year and duty rosters shall be effective during the fourth (4) week after the beginning of the school year. Prior to the effective date of duty rosters, as required, the principal shall make duty assignments on a rotating basis.
- 17:5 No more than twenty-five per cent (25%) of the regular teaching faculty staff shall be assigned to duty effective ten (10) minutes before the beginning of the teacher's school day and for ten (10) minutes after the end of the teachers' school day.
- 17:6 Except in the event of an emergency, teachers shall not be assigned to general supervision of students during their non-teaching period unless such teachers have more than the normal number of preparation periods.
- 17:7 Each teacher shall have no less than an uninterrupted thirty (30) minute duty free lunch period except as noted in 17:7.1.
- 17:7.1 As an option, an elementary faculty may vote to modify the provisions of 17:7. For example, a faculty may vote to provide for one lunch period in each five to be utilized for lunch period supervision or to break the thirty (30) minute lunch period into two fifteen (15) minute segments separated by a fifteen (15) minute supervision section. One third of the teachers shall perform such a split schedule at any one time.
- 17:7.2 Secondary teachers assigned to lunch period supervision, on a basis of one teacher per three-hundred (300) students, shall have an additional five (5) periods per week for lunch-period supervision.

- 17:8 The UNION and the BOARD agree that adequate general supervision of students is necessary at school plays, school fairs, athletic contests, proms, school dances, and school talent shows.
- 17:8.1 The number necessary to properly supervise such functions shall be determined by the principal of each school. Compensation for such supervisory duty shall be paid at the rate of six dollars (\$6.00) per hour.
- 17:8.2 Each principal shall request volunteers to perform supervisory duty at the function so designated. The assignment to such duty shall be made from the volunteer pool on an equitable rotating basis.
- Members of the bargaining unit may be assigned to the supervisory duties of this paragraph on an equitable rotating basis if sufficient volunteers are not available.

ARTICLE XVIII WORKING CONDITIONS

18:1 PUPIL-TEACHER RATIO

- 18:1.1 The BOARD will make every reasonable effort to maintain an average pupil-teacher ratio at each school site as stated below, subject to the limitation of facilities, finance and budgeting. These ratios do not apply to traditionally large group instruction; e.g., physical education, music, or schools on seven (7) period days or experimental classes. Special education teachers and federally funded positions are not included in these ratios.

Elementary	30 to 1
Secondary	150 to 1

- 18:1.2 During the second full week of a new school year, the principal shall adjust the numbers of students within each grouping of class periods in order to achieve reasonably equal numbers among those teaching that subject that period. (Example: All English I, all Kindergarten, all Physics, all Honors, etc.,)

- 18:1.3 As new students enter the class or old ones leave, assignment of new students will be made in such a manner as to continue these reasonably equal numbers.
- 18:2 SCHOOL SUPPLIES FUND
- In addition to the per pupil allocations in the General Budget, the BOARD will set aside twenty-five dollars (\$25) per Secondary member of the unit and thirty dollars (\$30) per Elementary member of the unit for a School Supplies Fund. Each member of the unit will be permitted to use the allotment to purchase supplemental materials for the instruction and/or enrichment of students. Materials purchased in this manner will become the property of the school system. In cases where the teacher is transferred, he/she shall be allowed to transfer the materials to his/her new assignment site.
- 18:2.1 Monies shall be available to reimburse teachers from the School Supplies Fund no later than October 15, of each school year.
- 18:3 ACTIVITIES FUND
- 18:3.1 Money earned through school activities shall be kept in a special school activities fund. The allocation of this money for school purposes shall be the responsibility of a committee comprised of the principal, representatives from the UNION Building Committee, students and parents. The bookkeeping accounts relating to the school activity fund shall be open to review upon the request of any teacher.
- 18:3.2 Upon inquiry, members of the unit may review the computer print-out containing information on the school's capital outlay, instruction supplies, repair/replacement, and custodial accounts provided to the principal.
- 18:4 STUDENT GRADES
- 18:4.1 If a computational or other mechanical fault in the assignment of student grades is discovered, the principal shall notify the teacher that a correction has been made and shall discuss the matter with the teacher if the teacher so requests.

18:4.2 If a student grade is changed for any other reason, the principal shall notify the teacher and, if the teacher is available, shall discuss the matter with the teacher prior to making a change. If the teacher is unavailable, the teacher may request such discussion when he/she is available.

18:4.3 If the teacher, after such discussion, so desires, the teacher may appeal the matter to the district superintendent.

18:5 PREPARATIONS

18:5.1 Each secondary teacher shall be scheduled for five (5) non-teaching periods per week.

18:5.2 To provide elementary teachers with planning time, individual school faculties may choose the option of establishing a physical fitness program, where by means of a secret vote of the faculty not more than two (2) staff members may be withdrawn from the staffing formula and be assigned the exclusive responsibility as physical fitness instructors, with the approval of the principal.

While numerous options exist for possible combination of classes, in no instances shall the ratios exceed sixty (60) students per teacher.

Schools electing to participate in this program shall receive annually, a supplemental fund in the amount of \$200 for the purchase of physical fitness equipment.

18:5.3 Each elementary teacher, when, and if, relieved by an itinerant teacher, or when the librarian becomes the teacher of record while conducting a scheduled library class, shall be permitted to utilize that relieved time as a non-teaching period.

18:5.4 A secondary teacher may be assigned by the principal on an equitable rotating basis to substitute during his/her non-teaching period. If so assigned, such teacher shall be paid six dollars (\$6.00) for each period of such substitution. In an elementary school when students are distributed due to a teacher's absence and no substitute is employed, the students shall be distributed among not more than three (3) teachers of the same grade, if such is possible. The teachers receiving the students shall divide equally the amount of thirty-six dollars (\$36.00) per day or six dollars (\$6.00) per hour if the absence was less than a whole day.

The records shall be maintained by the principal and counter-signed by the substituting teachers. Payment shall be made twice each school year on a paycheck in January and the final paycheck of the school year.

- 18:5.5 During the non-teaching period, teachers may leave a school site only with the permission of the principal. Such permission shall not be unreasonably withheld.
- 18:5.6 During their duty free lunch period, teachers may leave a school site after notifying the principal, except in event of emergency.
- 18:5.7 When leaving a school site, teachers shall sign out in an appropriate register normally located in the school office. Teachers shall sign in upon their return to the school site.
- 18:5.8 Teachers shall return in time to meet their assigned responsibilities.

18:6 TEACHER SCHEDULES

- 18:6.1 On or before April 15th of the school year, each teacher may submit a schedule preference to the principal. Such teacher "schedule preference" shall be given consideration on the basis of seniority, past experience and job qualification. The utilization of "schedule preferences" shall not serve to displace any elementary teacher from the position held the previous year.
- 18:6.2 On or about May 15th of each school year, principals shall notify each teacher in writing as to the tentatively assigned teaching schedule for the succeeding year. All parties recognize that such listing is tentative and subject to change.
- 18:6.3 If a teacher feels he/she is being inequitably assigned classes involving different levels of student achievement and/or discipline problems, such teacher shall first discuss the matter with the principal and may thereafter discuss the matter with the district superintendent.

18:7 FACULTY LUNCHROOM FACILITIES

- 18:7.1 At the beginning of each school year if a separate faculty lunch area is not made available, the UNION Building Committee may, at its request, meet with the principal to determine if space is

available. When a mutual determination is made that such space is available, it shall be utilized as a separate faculty lunch area.

18:7.2 If space for a separate faculty lunchroom is not available an area of the cafeteria shall be designated as the faculty lunch area and separated by screening, except if the cafeteria is too small to be utilized in this way.

18:8 TEACHER MAIL BOXES

18:8.1 Each member of the bargaining unit shall have an individual mailbox or mail slot at his/her assigned school(s) or assigned work location(s) not later than thirty (30) days after the start of the school year.

18:8.2 Such mailboxes or mail slots shall be suitably marked with the individual's name.

18:8.3 Mail addressed to teachers shall, within a reasonable time after its arrival in the school but not later than the end of the next school day, be placed in the appropriate boxes or slots.

18:9 TELEPHONE FACILITIES FOR TEACHERS

18:9.1 School phones are available to teachers to conduct necessary school business. If necessary, school phones may be utilized for personal business which is urgent in nature, local, and the telephone call does not interfere with school business.

18:9.2 Emergency phone messages shall be relayed to teachers immediately.

18:10 REPRIMAND OR CRITICISM

18:10.1 Reprimand and criticism of employees in the presence of other individuals is not sound management practice. Administrators shall not engage in such practice without just and sufficient cause.

18:11 FACULTY MEETINGS

18:11.1 A teacher may be required by the principal to remain for not more than fifteen (15) general faculty and/or curriculum related meetings per school year. Teachers shall not be required to attend more than two such meetings in any one month. Meetings held for the purpose of SACS accreditation are not subject to this provision.

- 18:11.2 The principal shall provide an agenda twenty-four (24) hours prior to such meeting.
- 18:11.3 Such meetings shall begin not later than ten (10) minutes after the end of the students' regular school day, and teachers are required to be in attendance for no more than sixty (60) minutes of such meeting.
- 18:12 PUBLIC ADDRESS SYSTEM
- 18:12.1 The public address system shall be used for announcements only during two regularly scheduled periods each day. School-wide paging, except in emergencies, shall be prohibited. The public address system shall not be used for evaluation or monitoring of teachers.
- 18:13 PARKING
- 18:13.1 Members of the bargaining unit at L. E. Rabouin Vocational High School and McDonogh #15 Elementary School shall be provided \$1.75 per work day for parking.
- 18:14 CLASS ASSIGNMENTS
- 18:14.1 Secondary teachers shall be scheduled into not more than two (2) subject assignments daily except as required in order for the teacher to have a full-time schedule. (Examples of subject assignments are Physics and General Science, or General Math and Algebra, etc.)
- 18:15 TEACHING MATERIALS
- 18:15.1 The BOARD shall continue to provide teacher attendance books, paper, pencils, chalk, erasers and such other materials which assist with the performance of daily teaching duties sufficient to implement the curriculum within budget limitations.
- Teachers shall be provided with an inventory of available teaching materials at the beginning of the school year. The list shall be updated as new materials arrive.
- 18:15.2 Teachers may process a school requisition form to the principal for textbooks and teaching materials. Should the requisitioned materials fail to arrive within twenty (20) school days, the principal, upon request, shall notify the teacher in writing of the

disposition of the requisition giving the reasons for the failure to receive the requisitioned materials.

18:15.3 All annually requisitioned materials which arrive during the summer shall be distributed to the teachers or centrally stored, as appropriate, at the beginning of the school year.

18:15.4 Teachers are invited to recommend additions to the materials, magazines, supplies, and audio-visual supplies used within the school system.

18:15.5 The implementation of this section shall be appropriate for discussion at the monthly meeting between the principal and the UNION Building Committee.

18:16 SCHEDULING OF STUDENTS

18:16.1 Members of the unit shall not be requested to do the master scheduling of students or the adjustments to the master scheduling of students.

18:16.2 Members of the Unit who wish to gain administrative experience may request the opportunity to work on the master scheduling or the adjustments of master scheduling of students provided such teachers perform such work after regular school hours and for schools other than the one in which they teach.

18:17 SCHOOL CALENDAR

18:17.1 1979-80
SCHOOL CALENDAR

First Day for Teachers	August 30
First Day for Pupils	September 4

HOLIDAYS

Labor Day.	September 3
All Saints' Day.	November 1
Teacher Convention Days.	November 19, 20, 21
Thanksgiving	November 22, 23
Christmas Vacation	December 24 through January 2
Mardi Gras	February 18, 19, 20
Spring Vacation.	April 3, 4, 7

ONE-HALF (½) DAYS OF SCHOOL

Martin Luther King Day	January 15
Founder's Day.	May 2
Last Day of School	June 4

18:17.2 A calendar committee composed of fifty percent (50%) appointed by the UNION and other members designated by the Superintendent shall meet no later than February 1, of each school year for the purpose of constructing a school calendar applicable to the following school year, which shall thereafter be recommended to the Superintendent.

1980-81 HOLIDAYS

Labor Day	September 1
Teacher Convention Days	November 24, 25, 26
Thanksgiving	November 27, 28
Christmas Vacation	December 24 through January 2
Mardi Gras	March 2, 3, 4
Spring Vacation	April 16, 17, 20

ONE-HALF ($\frac{1}{2}$) DAYS OF SCHOOL

Martin Luther King Day	January 15
Founder's Day	May 1

ARTICLE XIX TEXTBOOK SELECTION COMMITTEE

- 19:1 One-half ($\frac{1}{2}$) of the members of Textbook Selection Committees shall be teachers. The president of the UNION shall select the teacher members in accordance with the designated categories of teachers.
- 19:2 The BOARD and the UNION recognize that basic texts and supplementary materials should be chosen with the treatment of multi-ethnic and racial content as an important criterion, and the Textbook Selection Committee shall attempt to select such from the State List of Approved Textbooks for recommendation.

ARTICLE XX DEPARTMENT/GRADE CHAIRPERSONS AND TEAM LEADERS

- 20:1 A recommendation shall be made to the principal regarding the selection of department heads, grade chairpersons and team leaders in accordance with the following:
- 20:1.1 The recommendation shall be made by means of a secret ballot conducted among the affected members of the grade or departments.

- 20:1.2 The election shall take place the last week in May.
- 20:2 If no member of the grade or department receives a majority of the votes of the grade or department, the principal shall select the department head, elementary grade chairperson or team leader.
- 20:3 If the principal selects a department head, elementary grade chairperson or team leader other than the one recommended, it shall be for a good and substantial reason.
- 20:4 If a department head position becomes vacant, it shall be filled by the provision of 20:1.1 within two (2) weeks of the vacancy.

ARTICLE XXI RESEARCH AND DEVELOPMENT

- 21:1 Information concerning announcements relative to sources of research funding, seminars, fellowships, university courses, private foundation grants, and federal grants other than those included in the Catalog of Federal Education Assistance Programs received in the Superintendent's Office that are for dissemination to all teachers shall be included in the Superintendent's Bulletin and/or Announcements Bulletin. Information concerning all such announcements shall be available in the Personnel Office.
- 21:2 The president of the UNION shall appoint a representative to the Special Projects Committee. An annual report regarding the allocation of funds under the "mini-grant" program shall be made to teachers.
- 21:3 The BOARD shall provide the UNION with a copy of the Catalog of Federal Education Assistance Program annually when made available through the U.S. Government Printing Office.

ARTICLE XXII PAYCHECKS

- 22.1 Paychecks for teachers shall be at each school no later than 11:00 a.m. on pay day, except when mechanical, technical or delivery problems make this impossible.

- 22:2 Teachers may pick up their checks as their responsibilities permit after the arrival of such checks. Paychecks shall be placed in individual envelopes identified with the teacher's name and school.
- 22:3 If an error (\$50.00 or less) is brought to the attention of the department of Finance in time that it can be verified prior to the end of business on a Tuesday, the correction of that error will be made in a check issued the following Friday.
- If an error exceeds \$50.00, the affected employee shall be entitled by personal appearance at the Payroll Department to service to rectify the error within 48 hours, dependent upon the employee having submitted all necessary data prior to the issuance of the check in question.
- 22:3.1 Failure to meet the requirements of 22:3 shall cause immediate rectification, when validated and possible, by presentation of the problem to the Supervisor of Payroll.
- 22:4 Each pay check shall contain the following information:
- a. number of unused current and accrued sick leave days.
 - b. description of each deduction.
- 22:5 When a pay day falls on or during a school holiday, members shall receive their pay checks on the last work day preceding the holiday.
- 22:6 Teachers shall be paid bi-weekly for twenty-six (26) pay periods. Those teachers who wish to be paid on a bi-weekly twenty (20) pay period basis may so elect by filing a notarized statement with the BOARD between May 1 and May 15.
- Those employees who select the twenty (20) pay plan shall remain on such plan until such time as they file a notarized statement with the BOARD authorizing a conversion to the twenty-six (26) pay plan. Such notarized statements may only be filed between May 1 and May 15 of each school year.

ARTICLE XXIII
SCHOOL NURSES

- 23:1 School nurses shall be reimbursed for all parking expenses incurred in connection with their duties. Travel and parking expenses shall be paid bi-weekly.
- 23:2 An area shall be set aside for the use of the school nurse. A desk or comparable furniture item shall be provided for use by the school nurse in the performance of his/her duties. A lockable storage space shall be provided for the use of the nurse.
- 23:3 School telephones shall be available for the use of the school nurse in connection with his/her duties.
- 23:4 The school principal shall consult with the school nurse regarding the ordering of first-aid supplies and materials on the annual requisition.
- 23:5 School nurses who have graduated with a Bachelor degree from an approved college or university shall be placed on the teacher's salary schedule at his/her appropriate step.

ARTICLE XXIV
HOSPITALIZATION

- 24:1 The BOARD shall pay eighty percent (80%) of the existing Group Hospitalization Insurance Premiums for employee coverage.
- 24:2 The BOARD agrees to pay fifty percent (50%) of the existing Group Hospitalization Insurance Premiums for family/dependents coverage contingent upon receipt of monies allocated by the State for this purpose.
- 24:3 In the event the State's contribution allows the BOARD to meet the above provision and results in funds previously committed to Hospitalization Insurance Premium payments becoming un-allocated such funds shall be applied to the Health and Welfare Fund as an additional contribution.

ARTICLE XXV
LIFE INSURANCE

- 25:1 The BOARD shall provide a \$2,000 life insurance policy for members of the unit from July 1, 1979 through December 31, 1979.
- 25:2 Commencing January 1, 1980 the BOARD shall provide a \$5,000 life insurance policy for all members of the unit.

ARTICLE XXVI
MEDICAL EXAMINATION

- 26:1 Any medical examination required by the BOARD as a condition of continued employment or return from leave shall be paid for by the BOARD.

ARTICLE XXVII
WORKMEN'S COMPENSATION

- 27:1 The BOARD shall continue to provide coverage for Workmen's Compensation as provided by State statute.

ARTICLE XXVIII
MILEAGE

- 28:1 Upon proper verification, those employees who are required in the course of their regularly assigned duties to move from one work location to another shall be paid eighteen cents (18¢) per mile.

ARTICLE XXIX
ANNUITY FUNDS

- 29:1 Each teacher shall be eligible to participate through payroll deduction in the tax sheltered annuity plan selected by the UNION.

ARTICLE XXX
JOB SECURITY

- 30:1 Involuntary Transfer

- 30:1.1 Involuntary transfers shall be made as necessary when new buildings open, when a facility is closed, when there is a decline in student enrollment, or to staff a program.
- 30:1.2 No regular teacher shall be transferred from a school so long as a temporary teacher is teaching in the regular teacher's area of certification. Certification is defined as the subject(s), grade, or program for which the teacher holds a valid teaching certificate.
- 30:1.3 If an involuntary transfer adversely affects the minimum faculty racial percentages as determined by system-wide employment for elementary and secondary teachers respectively as of September 1 of each school year, the teacher to be transferred shall be the employee whose race, based upon seniority, least adversely affects the racial balance.
- 30:1.4 From time to time, when the best interest of the school system will be served, teachers may be transferred to other schools, but only for just cause. In such cases, the following procedure will be followed:
- (1) The principal will fully explain in writing to the District Superintendent the reason for making the recommendation and provide a copy to the teacher.
 - (2) If a teacher has been recommended for transfer from a school without just cause, the teacher may institute grievance proceedings at Step 2 of the Grievance Procedure.
- 30:1.5 Any teacher affected by 30:1.1 shall be provided a list of known vacancies and be interviewed, with teachers seeking voluntary transfers, by principals of schools in which vacancies exist in their area(s) of certification until July 1 of each year. The refusal for accepting the teacher shall be for supportable cause and the reasons therefor shall be provided in writing if requested by the teacher. Effective July 2, a teacher to be involuntarily transferred, and not selected for placement on a faculty, shall be assigned to an existing vacancy for which he/she is certified. If no such vacancy exists he/she shall be assigned to the Day-by-Day Substitute Pool, pending a vacancy.

All teachers surplused and without assignment on either the seventh (7th) calendar day prior to the start of school or as a direct result of student enrollment data generated on the thirtieth (30th) school day and decisions related thereto, shall have the right and be required to displace the least senior teachers in corresponding order, in the same field of certification as was last taught by the surplus teacher, and pending the absence of that area of certification, defer to another area for which the person is certified. The above two circumstances shall be the only occasions whereby surplus teachers of records shall be entitled to displacement privileges. Thereafter, following displacement procedures as per above, the BOARD shall have the following options regarding displaced teachers:

- (1) Assign in a vacant position for the remainder of the school session, for which a Temporary Certificate shall be obtained, or until a qualified teacher is located, or
- (2) Assign to Day-by-Day Substitute Pool until vacancy occurs in his/her area of certification. Any teacher so assigned must accept the first vacancy which is offered. Failure to accept the position offered will subject the teacher to removal.
- (3) Be laid off in accordance with the provisions of section(s) 30:2 hereinafter.

If teachers are retained in service as per one (1) or two (2) above, they shall be compensated in accordance with the regular salary schedule.

30:2 Reduction in Force.

30:2.1 The BOARD may effect the lay-off of teachers in the event of economic hardship, substantial reduction in pupil enrollment or considerations related to alteration of the curriculum and have conformed with the other applicable provisions of this article.

30:2.2 In the event the determination is made by the BOARD that a lay-off is necessary, consistent with 30:2.1 above, teachers to be laid-off shall be identified and informed of their impending lay-off not less than forty-five (45) school days prior to the effective date of lay-off, if school is in session or if not, then forty-five (45) calendar days.

- 30:2.3 Lay-offs shall be carried out only after normal attrition of teachers occur.
- 30:2.4 Within certification, teachers shall be laid-off in inverse order of seniority.
- 30:2.5 Teachers who are subjected to lay-off shall be placed on a recall list for a period of two (2) years from the effective date of lay-off. A lay-off and recall list shall be provided to the UNION and amended monthly thereafter.
- 30:3.1 When a vacancy occurs, it shall be filled by the person with the greatest seniority on the recall list, who is certified for the vacant position.
- 30:3.2 No position shall be filled by a new hire while an active recall list is in effect, except if the persons on such list are not certified. If no certified teacher is available, a non-certified teacher on the recall list shall be given preference for the vacancy.
- 30:3.3 During the period of eligibility for recall the teacher may, if he/she elects to do so, continue his/her insurance coverages set forth in Articles 24 and 25 upon pre-payment of premiums by the teacher, in a manner set forth by the Accounting Department.
- 30:3.4 During the period of eligibility for recall the teacher shall be placed at the head of the day-by-day substitute list of the school system, provided that the teacher so requests in writing.
- 30:3.5 If a regular teacher is laid-off under this article, upon recall, such person shall retain such seniority that had been accrued as of the effective day of lay-off.

ARTICLE XXXI
PRACTICAL NURSING INSTRUCTORS

- 31:1 Practical Nursing Instructors in the Adult Program shall have Four (4) days per year without students for preparation of records, completion of student evaluations, submission of subject matter grades, planning for clinical rotations, and hospital visit.

- 31:2 Audio-Visual aids for the programs shall be placed in specific and publicized locations and shall be available to the teachers who teach Foundation and Clinical courses.

ARTICLE XXXII
LIBRARIANS

- 32:1 The work day for librarians shall begin fifteen (15) minutes prior to the regular instructional staff's and end fifteen (15) minutes after the completion of the school day.
- 32:2 The librarian and the teacher shall work cooperatively and jointly in providing student supervision to assure effective use of the library and library resources.
- 32:2.1 There shall be a guaranteed release from supervision, if requested, for six (6) occasions (as per "A") and up to a total of twelve (12) occasions (as per "B") for an additional six (6), for a classroom teacher during the time students are in the Elementary Library, for the entire year, subject to compliance with "A" and "B":
- A. The librarian shall teach library skills and related follow-up programs on six (6) occasions.
- B. The teacher may exercise an option for absence from library student supervision on up to six (6) occasions if he/she coordinates with the librarian by providing a completed Request for Library Services Form. (See Appendix D)
- 32:2.2 Teacher absence from the library during the presence of that teacher's students, is not required, but optional, per the above.
- 32:2.3 By mutual agreement of three (3) parties/principal, teacher, librarian, the teacher may be released from library student supervision in excess of twelve (12) times per year and in accordance with the conditions agreed upon by all three (3) parties.
- 32:2.4 Secondary librarians are encouraged to teach library skills.
- 32:3 Librarians shall not be assigned administrative clerical or supervisory duties outside library-related activities.

- 32:4 The library shall be available for limited access use only during the first five (5) and last fifteen (15) days of student attendance in accordance with the officially adopted calendar.
- 32:5 During the first two (2) days at the beginning of the school year established for teacher in-service training, a time shall be set aside on the principal's agenda for an explanation of the library program and services by the assigned librarian.
- 32:6 Student teachers shall not take the place of the regularly assigned teacher during scheduled library periods, unless that student teacher has assumed full teaching responsibilities in the regular classroom setting. Teacher aides shall not take the place of the regularly assigned teacher during scheduled library periods.
- 32:7 The library use schedule in elementary schools shall be the responsibility of the librarian subject to approval of the principal.
- 32:8 The librarian shall be consulted regarding any decision to utilize federal or state library funds.

ARTICLE XXXIII
SPEECH, LANGUAGE AND HEARING SPECIALISTS

- 33:1.1 Each specialist shall be provided with a tape recorder. Each specialist shall have in his/her inventory at his/her school a GFW Auditory Discrimination Test, a Peabody Picture Vocabulary Test, Utah Language Test and a Verbal Language Development Test. In addition, those specialists working with preschool, lower elementary or special education classes shall be provided with an ACLC test.
- 33:1.2 The system shall maintain no less than 25 audiometers. TPA tests, and phonic mirrors shall be available for use on a rotating basis as available.
- 33:1.3 The specialists shall complete the appropriate form if the equipment, to their knowledge, requires repair. Repairs shall be made within two (2) weeks, if possible.

- 33:1.4 All forms requiring duplicate copies shall be carbonized, or carbon paper shall be provided, and shall be available in sufficient quantities. A calendar of due dates for reports, and forms shall be distributed to specialists not later than thirty days from the start of the school year.
- 33:2.1 After discussion between the principal and the specialist, the specialist shall be assigned suitable space that takes into account the special needs of the children as well as space requirements of the building.
- 33:2.2 Records shall be locked as required, by SHL Specialists, in a container as designated by the BOARD which is readily accessible to the specialist.
- 33:2.3 Speech therapists shall have the use of the school phone(s) in the performance of their duties. The speech therapists may elect to use that phone which offers the greatest opportunity for confidentiality, provided it is available.
- 33:3 Itinerant Speech, Hearing and Language Specialists shall not be assigned supervisory duties outside speech, hearing, and language-related activities.
- 33:4 Speech, Hearing, and Language Specialists shall be permitted to utilize Friday afternoon for speech, hearing, and language-related activities other than regularly scheduled therapy.
- 33:5 A committee composed of three (3) SHL Specialists appointed by the UNION and three (3) persons appointed by the BOARD shall be convened to study required forms and assist in the development of a handbook.
- 33:6 SHL Specialists shall not be required to service a case weight which shall be in excess of State law.

ARTICLE XXXIV CLOSING OF SCHOOLS

- 34:1 No teacher shall suffer loss of pay or benefits should such teacher's school be temporarily closed due to a natural disaster, civil riot or other reason as determined by the BOARD if such action is

not necessitated by teacher participation in a labor dispute. However, such teacher may be required to make up such lost time providing the state minimum requirements for student days have not been fulfilled or waived by the state and such work can be performed prior to the thirtieth (30th) day of June in that school year.

ARTICLE XXXV
SCHOOL SOCIAL WORKERS

35:1 Working Conditions

35:1.1 Each School Social Worker shall be provided with sufficient work space which takes into account the needs of students and space requirements of the building following discussion with the principal. In designating the space, the confidentiality of the student-social worker relationship shall be considered. Social workers shall be designated a work area at the central offices separate from the quarters occupied by the social workers' supervisors.

35:1.2 A resource room containing publications relating to the social work profession shall be maintained at the central office for school social workers.

35:1.3 School social workers shall not be solely responsible for the disposition of children who have been suspended because of disciplinary reasons.

35:2.1 Required in-service training activities for Social Workers shall take place during their regular work day.

35:3 School Social Workers shall not be assigned to more than five (5) schools.

35:4 School Social Workers work day shall be 8:30 A.M. to 4:00 P.M.

35:5 When vacancies occur in BOARD positions, first consideration shall be given to federally employed social workers, based on seniority who are Board Certified Social Workers.

ARTICLE XXXVI
STUDENT TEACHERS

- 36:1 The UNION and the BOARD shall each appoint three (3) members to a committee to review and develop recommendations for changes if need arises in the guidelines for the student teacher program in the Orleans Parish Schools. The recommendation of this committee shall then be discussed with the colleges and universities concerned and submitted to the Superintendent for final approval.

ARTICLE XXXVII
ACTIVITIES AND ATHLETIC EVENTS

- 37:1 All members of the representation unit shall be entitled to attend without charge, all student activities including athletic events in which such member's school is participating within the local district.

ARTICLE XXXVIII
SPECIAL EDUCATION

- 38:1 The Board shall conform to the requirements of PL 94142 and LA Act. 754.
- 38:2 UNION Special Education Chapter
- 38:2.1 The Chairperson of the UNION Special Education Chapter and one (1) delegate elected by the Chapter from each of the school system's districts shall constitute a Special Education Committee and shall meet with the Director of Special Education and the Coordinators from each district quarterly or monthly, at the request of either party, after regular school hours and on a mutually agreeable date, to discuss concerns of the department. Such meetings shall not be used to resolve grievances.
- 38:3 UTNO shall appoint all teacher representatives to system-wide committees required for the implementation of PL 94-142.
- 38:4 One in-service training day shall be conducted on PL 94-142 and LA Act 754, as well as training in the IEP process, including

writing goals and short term objectives. Released time shall be provided for attendance at this workshop. An additional day shall be provided for special education teachers new to the system. These workshops shall be held no later than October 15.

38:5 For the purpose of Individual Education Plan update each special education teacher shall be entitled to the following number of days during the school session without students present:

(a) Number of Students	Number of days
1 - 10	1
11 - 20	2
21 and above	3

(b) These days shall be determined by mutual agreement between the teacher and principal. An additional day beyond the allocation may be granted upon request, at the discretion of the principal.

38:6 Special Education District Coordinators shall confer with each special education teacher under their supervision at least once per session.

ARTICLE XXXIX SUMMER SCHOOL

39:1 All teachers interested in teaching summer school shall make application as directed with proper notice. A list of all those who applied prior to April 1 shall be provided to the UNION on or about April 15.

39:2 Unless not available, teachers selected to teach in summer school shall be tenured, shall be certified and shall have taught that particular subject the previous school session.

39:3 The teachers who comprise the core staff in any individual summer school shall be notified by May 1. All other teachers shall be notified as early as possible subject to the limitations of final enrollment figures of their selection for the summer session teaching assignment.

- 39:4 Twenty percent (20%) of each individual summer school staff shall not teach in any summer school the following year. To select the twenty percent (20%), attrition will first be followed. Thereafter, to achieve the twenty percent (20%), those separated will be selected in descending order from those with the greatest amount of continuous past service in summer school.
- 39:5 Space will be provided in each school for summer school supplies.
- 39:6 The decision as to whether a summer school program shall be operated is the sole determination of the BOARD. Such determination shall be made prior to May 1st.

ARTICLE XL KINDERGARTEN TEACHERS

- 40:1 School libraries, where such exist, shall be available to all Kindergarten teachers and children.
- 40:2 Kindergarten teachers shall be placed on the same rotating duty schedule as the other elementary teachers at that school.
- 40:3 There shall be one (1) day set aside in the spring for pre-registration of prospective kindergarten students. Kindergarten classes shall not be held on the day of pre-registration. Kindergarten teachers shall not be involved in the registration of kindergarten students except for spring registration. In the event a large enrollment necessitates an additional day, the District Superintendent shall be consulted and shall approve a principal's recommendation, if warranted. Kindergarten teachers shall not have class instruction time interrupted for the purpose of registering students.
- 40:4 A committee composed of five (5) teachers appointed by UTNO and five (5) representatives of the Administration shall be organized to analyze and make recommendations concerning SWRL and other readiness and reading programs.
- 40:5 For the first four (4) days of the regular school year for students, the kindergarten children will come for one-half ($\frac{1}{2}$) day only, or its equivalent where busing is required. Time available

as a result of the above will be utilized as preparation time, for parental conferences and/or registration for the teachers.

- 40:6 There shall be one day designated during both the fall and spring semesters for kindergarten parental conferences. Teachers shall provide a list of scheduled appointments to the principal. Kindergarten classes shall not be held on conference days.
- 40:7 Each kindergarten teacher shall be allotted \$75.00 from the school supply budget to order from the kindergarten requisition list supplies, educational toys and games.

ARTICLE XLI COUNSELORS

- 41:1 The counselor shall have the opportunity to carry on pupil conferences during school hours but with due regard for the instructional program.
- 41:2 Except in unforeseen emergency, the counselors shall not be assigned administrative or clerical duties unrelated to guidance and counseling such as maintaining medical records, issuing or collecting textbooks, or serving as disciplinary officers. The registration and programming of students are considered guidance and counseling responsibilities.
- 41:3 Counselors shall have appropriate physical facilities, materials, and equipment. This includes a private office equipped with a telephone for such uses as, but not limited to, calling the homes of chronically absent or tardy students, parental conferences, and referral agencies.
- 41:4 The principal shall consult with the guidance staff in establishing the departmental budget.
- 41:5 Secondary schools with an enrollment of 1300 or more students shall be assigned a full-time clerk's position for the use of the counseling department of the school. Secondary schools with enrollments of 1100 - 1299 shall have a half-time clerk. Secondary schools with one counselor and a counselor/student ratio in excess of the counselor/student ratio contained in 41:7, shall

have a fulltime clerk. Other secondary schools not in the above categories shall be assigned a C.O.E. student position.

Counselor clerks and C.O.E. students will assist but not be limited to, performing such functions as typing correspondence, preparing college recommendations, and typing social service referrals.

41:6 Counselors shall not be required to produce or develop the student master schedule for the succeeding school year, or semester. The Student Course Election Form utilized in the computer programming of the student master schedule shall not be used by the counselor. Individual course elections and course numbers shall be recommended by the counselor to the principal. The principal shall utilize these recommendations in the development of the student master schedule.

41:6.1 For the year in progress, assignment of newly enrolled students and adjustments to the existing schedule of students shall be recommended by the counselor to the principal. The counselor recommendations for the year in progress shall include the subject to be taken, the class period and the room assignment based upon the counselor's best judgement of records, past performance, and interviews.

41:7 The counselor/student ratio shall be maintained at a system-wide level of 450:1.

41:8 After consultation between the principal and the counseling staff, counselors may be assigned an extended work year for such purposes as adjusting schedules, registering and programming new students, updating the records of summer school students, making summer school recommendations, filing and posting the current year's records, and adjusting grade levels due to failure.

ARTICLE XLII HEALTH AND WELFARE FUND

42:1 The Orleans Parish School Board and UTNO agree to establish and jointly administer a fund for employee health and welfare benefits,

through a Trust pursuant to the authority contained in La. R.S. 17:1224 and qualifying as a voluntary employees beneficiary association under I.R.C. Section 501(c)(9), which said Trust shall be designated as the UTNO Health and Welfare Trust Fund. The BOARD shall contribute one hundred dollars (\$100.00) to the Fund per contract year for each employee covered by this AGREEMENT, and who is employed by the BOARD as of the thirtieth (30th) day following the commencement of each school year.

ARTICLE XLIII SALARY SCHEDULE

- 43:1 The salary schedule effective July 1, 1979, is reproduced in Appendix A-1.
- 43:2 The salary schedule effective July 1, 1980 is reproduced in Appendix A-2.
- 43:3 The BOARD shall allocate \$100,000 to be used in providing adjustment for those members of the bargaining unit covered in Appendix C. There shall be a committee created to allocate the \$100,000 to readjust the salaries listed in Appendix C. The committee shall be composed of six (6) persons- three (3) to be appointed by the BOARD and three (3) by the UNION. The recommendations of the committee shall be presented to the BOARD for implementation for the 1979-80 school year.
- 43:4 There shall be a committee created to study the application of Title IX to existing programs, assignments and related factors in the school system. Said committee shall be composed of six (6) persons, three (3) to be appointed by the BOARD and three (3) by the UNION. Recommendations resulting from the committee shall be submitted to the Superintendent prior to May 1, 1980, for funding in the 1980-81 budget, as approved by the BOARD.

ARTICLE XLIV
T & I TEACHERS

- 44:1 T & I teachers who are assigned to six (6) classes of instructions shall not be assigned a homeroom nor shall they be assigned to supervisory duty.

ARTICLE XLV
COACHES

- 45:1 Teachers who are presently coaching shall not be denied re-appointment to the coaching assignment except for just and sufficient cause. This section shall not be subject to the arbitration provisions of this AGREEMENT.
- 45:2 All coaching vacancies shall be posted in the Superintendent's Bulletin and shall not be filled until at least two weeks after posting.
- 45:3 When a teacher no longer desires an assignment as a head coach of football, basketball, baseball or track, the principal shall first seek applicants from the existing staff. If no appointment is made per the above, the principal shall seek a coach outside the faculty. The selected applicant shall displace the least senior teacher in the subject area in which the selected individual is scheduled to perform the majority teaching responsibilities.

ARTICLE XLVI
PERSONAL PROPERTY LOSS

- 46:1 The Board shall provide reimbursement to members of the bargaining unit who suffer personal property loss or damage due to theft or vandalism while in the performance of their duties. Excluded from this provision shall be claims related to automobiles or currency. Necessary guidelines will be implemented within the first four weeks of the school year. The limitation for claim under this provision shall be \$300 per occurrence.

ARTICLE XLVII
EVALUATION

- 47:1 The evaluation of teachers shall be in accordance with applicable laws. This article shall not be subject to the arbitration clause of the grievance procedure.
- 47:2 Unless he/she has been evaluated "unacceptable", the formal observations and evaluations of a member of the bargaining unit shall be made by the principal, assistant principal or the immediate supervisor.

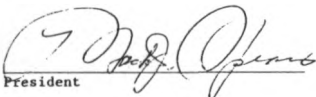
ARTICLE XLVIII
DURATION OF AGREEMENT

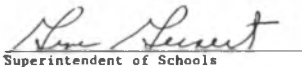
48:1 This AGREEMENT shall be effective as of July 1, 1979 and shall
be continued in full force and be effective until June 30, 1981.

This AGREEMENT shall not be extended orally and it is expressly
understood that it shall expire on the date indicated.

IN WITNESS WHEREOF, the parties hereto have set their hands this ____ day
of September, 1979.

FOR ORLEANS PARISH SCHOOL BOARD

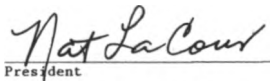

President

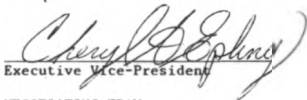

Superintendent of Schools

NEGOTIATION TEAM:

Jerry Lee Hart, Chief Negotiator
Gene Geisert, Superintendent
Wilbert Brown
Maxine Copelin
Barbara Dauterive
Eric Delarosa
Herbert Jackson
Sandra Norfleet
John A. Stewart
O. J. Tournillon
Henry Williams

FOR THE UNION, THE UNITED
TEACHERS OF NEW ORLEANS,
(AFT, AFL-CIO)


President


Executive Vice-President

NEGOTIATING TEAM:

Nat LaCour, Chief Negotiator
Edna Fontenberry
Roy Glapion
Junealee Populus
Barbara Ricks
Edward Roberts
Ruth J. Roche
J. Frank Scannell
Joy VanBuskirk
Fred Skelton, Teacher Rights
Representative

APPENDIX A-1
NEW ORLEANS PUBLIC SCHOOLS
TEACHERS' SALARY SCHEDULE

Years of Service	Bachelor's	Master's	Master's +30	Specialist in Education	Doctorate
0	\$ 11600	\$ 11950	\$ 12250	\$ 12450	\$ 12750
1	12050	12450	12850	13050	13350
2	12450	12850	13250	13450	13750
3	12850	13250	13650	13850	14150
4	13250	13650	14050	14250	14600
5	13650	14050	14500	14725	15050
6	14050	14500	14950	15175	15500
7	14500	14950	15400	15625	15950
8	15000	15450	15900	16125	16500
9	15450	15900	16400	16625	16950
10	15900	16400	16850	17075	17450
11	16450	16850	17300	17525	17900
12		17500	17950	18175	18550
20	16750	17800	18250	18475	18850

APPENDIX A-2
1980-81
TEACHER SALARY SCHEDULE

Years of Service	Bachelor's	Master's	Master's +30	Specialist in Education	Doctorate
0	\$ 12200	\$ 12550	\$ 12850	\$ 13050	\$ 13350
1	12650	13050	13450	13650	13950
2	13050	13450	13850	14050	14350
3	13450	13850	14250	14450	14750
4	13850	14250	14650	14850	15200
5	14250	14650	15100	15325	15650
6	14650	15100	15550	15775	16100
7	15100	15550	16000	16225	16550
8	15600	16050	16500	16725	17100
9	16050	16500	17000	17225	17550
10	16500	17000	17450	17675	18050
11	17050	17450	17900	18125	18500
12		18100	18550	18775	19150
20	17350	18400	18850	19075	19450

APPENDIX B

SCHOOL NURSE

SCHOOL NURSE - NON DEGREED -----	10% increase over existing schedule.
SCHOOL NURSE DEGREE -----	Appropriate step of Teachers Salary Schedule

APPENDIX C

Extra Curricular Activities Pay

- A. An annual salary supplement shall be paid to teachers who are employed as coaches of teams or groups who are engaged in interscholastic competition or activities directly related to interscholastic competition, provided that the formation of such teams or groups meet minimum standards of number of participants and number of events to be established by the Associate Director of Physical Education, Athletics and Driver Education after consultation with a committee of three coaches appointed by UTNO.

SENIOR HIGH SCHOOLS

Male

Head football	\$1,952
Assistant football	1,098
Preseason (Maximum 12 days)	
Head Coach	49 day
Assistant	37 day
Head basketball	1,464
Assistant basketball	1,098
Head track	1,220
Assistant track	976
Head baseball	1,220
Assistant baseball	976
Trainer/equipment manager (all sports)	1,830
Preschool football (12 days)	37 day
Gymnastics	610
Wrestling (1)	610
Soccer	610
Cross Country	366

Female

Volleyball	610
Basketball	610
Track	610
Indoor/softball	610
Gymnastics	610
Cheerleaders/drill teams	488
Coed	
Golf	610
Tennis	854
Swimming	610

JUNIOR HIGH SCHOOLS

Male

Football	1,220
Assistant	976
Basketball	1,098
Assistant	732
Baseball	1,098
Track	1,098
Gymnastics	488

Female	
Volleyball	\$ 488
Basketball	488
Baseball	488
Track	488
Gymnastics	488
Cheerleaders/drill teams	366

Coed	
Golf	488
Tennis	610
Swimming	488

MIDDLE SCHOOLS

Male	
Flag football	610
Basketball	610
Baseball	610
Track	610

Female	
Volleyball	488
Basketball	488
Indoor/Softball	488
Track	488

Coed	
Tennis	610

- B. The following supplement is payable in senior high, junior high and middle schools, if there are at least three full-time faculty members in the department or on the teaching team and to two elementary chairpersons, one designated Lower and the other Upper:

Department chairperson	275
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- C. The following supplement is payable only if the activity is conducted after regular school hours and only for one teacher for each separate activity or club:

Marching band, senior	720
Marching band, junior/middle	420
Concert season (middle, junior, senior All-city elementary band)	200
Drama	275
Debate Team Coach	220
Student council, senior	165
Student council, junior/middle	110
Newspaper	220
Yearbook	275
Choir director (Includes All-city Choir)	300
Club advisor (maximum of 10 per school)	110

APPENDIX D

REQUEST FOR LIBRARY SERVICES

Use this form for requesting the allotted six (6) additional release time. This form must be returned to the library two (2) days prior to date requested for release.

TEACHER _____ GRADE _____ NUMBER OF STUDENTS _____

DATE OF REQUESTED RELEASE _____

TOPIC OF CLASS _____

ASSIGNMENTS TO BE COMPLETED BY STUDENTS:

INSTRUCTIONAL RESOURCES TO BE USED BY STUDENTS:

IF STUDENTS ARE GIVEN INDIVIDUAL OR GROUP ASSIGNMENTS, PLEASE LIST NAME(S) OF STUDENTS (AND THE SPECIFIC ASSIGNMENT:)

MEMORANDUM OF UNDERSTANDING

NUMBER 1

In the event the UNION and the SCHOOL BOARD agree to a limited number of concurrent employees under Article 2:11.1 of the proposed contract, both parties agree that the following conditions will apply:

- (1) Concurrent employees shall be assigned duties other than self-contained classes.
- (2) Concurrent employees shall be employed not less than one-half day. Board work schedules shall cover one-half the instructional time assigned to full-time employees. Proportionate ancillary duties and responsibilities shall apply.
- (3) The UNION will reimburse the BOARD in the amount of one-half the salary and fringe benefits to which the concurrent employee would be entitled were the employee working full-time.
- (4) Concurrent employees shall earn proportionate credit and sick leave. The UNION agrees to provide one-half the prevailing number of sick leave days to which the employee would be entitled as a full-time employee.

MEMORANDUM OF UNDERSTANDING
NUMBER 2

The Board agrees to appoint a Counselor Advocate.

675-055-83405-02